

Attachment 9

INTERLOCAL AGREEMENT BETWEEN ALACHUA COUNTY AND BAKER COUNTY FOR THE REQUEST AND USE OF THE COOPERATIVE COLLECTION CENTER ARRANGEMENT GRANT

This Interlocal Agreement ("Agreement") made and entered into this 16th day of NOVEMBER, 2008, by and between Alachua County, a charter county and political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as "Host County", and Baker County, hereinafter referred to as "Neighboring County." New River Solid Waste Association, a public agency organized under the laws of the State of Florida, hereinafter referred to as "Agency", will act on behalf of the Neighboring County.

WITNESSETH:

WHEREAS, the Host County and the Agency are authorized by §163.01, Florida Statutes, to enter into interlocal agreements to cooperatively and efficiently use their powers to provide public services that will advance the general health, safety and welfare of the citizens of Alachua County; and,

WHEREAS, the Agency will provide certain services for the benefit of Baker County; and,

WHEREAS, the State of Florida has enacted the 1988 Solid Waste Management Act which prohibits disposal of hazardous waste into municipal and sanitary landfills; and,

WHEREAS, the State of Florida recognizes the need for local governments to administer hazardous waste collections to provide opportunities to its citizens for proper hazardous waste management; and,

WHEREAS, the Host County and the Agency have determined that a joint and cooperative effort is a viable approach to the proper and cost effective management of the Baker County's hazardous waste stream; and,

WHEREAS, the Host County and the Agency have developed a joint grant request to Florida Department of Environmental Protection (FDEP), endorsed by both the County and the Agency, and have approved the request by this Interlocal Agreement;

NOW, THEREFORE, in consideration of the mutual benefits to each other, the Host County and the Agency agree as follows:

Section 1. Term. The term of this agreement shall be in effect from the date set forth above until the Florida Department of Environmental Protection discontinues the appropriation of funding, by consent of either Host County or Agency or terminated

earlier as provided herein.

Section 2. Mutual Covenants. The Host County and the Agency agree to the following:

A) That the grant request is made jointly on behalf of the two parties and is to be submitted to FDEP by the Host County.

B) To faithfully pursue the intent and purpose of the Cooperative Collection Center Arrangement Grant.

C) To conduct the Agency's hazardous waste collection and all associated business in Baker County in strict accordance with all applicable laws, regulations, and grant rules as set forth by FDEP, and to utilize the grant funds solely for the purpose authorized.

D) That the Agency's hazardous waste collection event in Baker County will occur after the Host County's execution of a contract with FDEP for funding and will occur no later than June 30th of each calendar year.

Section 3. Responsibilities.

A) Of the Host County:

The Host County Shall:

(1) Have an established and operational hazardous waste collection center and must have a licensed, insured private hazardous waste management company under contract, hereinafter referred to as "Contractor", that will be responsible for collecting hazardous waste and assuring the delivery of that waste to an approved recycling, storage, treatment, or disposal facility.

(2) Assign a project manager to work with the Agency to establish a site in Baker County for a mobile hazardous waste collection event. The hazardous waste collection event will be free to the households of Baker County and will be offered at a reduced fee to conditionally exempt small quantity generators for the collection and proper management of their waste.

(3) Assist the Agency in publicizing and advertising the waste collection event.

(4) Assign the project manager to be on site during the Agency's collection event in Baker County.

(5) Provide the Agency with copies of all paperwork from its

Contractor associated with the Agency's collection event in Baker County, including the Contractor's final invoice for services and hazardous waste shipping manifest forms. The neighboring county and agency shall assist the host county in overseeing the paperwork associated with the collection costs, including but not limited to fixed costs, ie: advertising and tent rental fees.

(6) Invoice and collect from the Agency the difference between the cost of the hazardous waste collection event in Baker County and the amount paid by FDEP.

(7) Pay the Contractor for the Agency's hazardous waste collection event in Baker County and pay all upfront costs associated with the Agency's hazardous waste collection in Baker County.

B) Of the Agency:

The Agency shall perform the following tasks and ensure their completion:

(1) Establish the location(s) for a mobile hazardous waste collection event(s) in Baker County that is (are) acceptable to the Host County and the Contractor under contract to the Host County.

(2) Work with the Host County to choose a mutually convenient date for the collection event to be held in Baker County no later than June 30th of each calendar year.

(3) Remit payment to the Host County the difference between the cost of the hazardous waste collection event and the amount paid by FDEP to the Host County. Payment shall be made to the Host County within 30 days of receipt of the invoice from the Host County of all sums properly invoiced under the provisions of this paragraph in accordance with the provisions of Chapter 218, Part VII ("Florida Prompt Payment Act"), Florida Statutes.

Invoices shall be sent to:

Darrell O'Neal, Executive Director
New River Solid Waste Association
P.O. Box 647
Raiford, FL 32083

Payment shall be sent to:

Alachua County Board of County Commissioners
c/o Alachua County Environmental Protection Department

201 SE 2nd Avenue, Suite 201
Gainesville, FL 32601

(4) Designate a local project manager to work with the Host County to prepare and distribute public awareness information on proper hazardous waste management and publicize the hazardous waste collection event. This information should be distributed to the local media, schools, agricultural agents, and civic and service organizations.

(5) Send a representative to the hazardous waste collection event and assist the Host County in overseeing paperwork at the close of the event. The Agency will also manage all automotive batteries collected at the event.

(6) Provide the Contractor with the names and addresses of regulated small quantity generators of hazardous waste in Baker County.

(7) Work with the Host County to advertise, promote, and organize a "milk-run" collection route service for regulated small quantity generators in order to obtain a reduced fee for proper disposal of their hazardous wastes at a permitted facility.

C) Of the Neighboring County:

The Neighboring County shall perform the following tasks and ensure their completion:

(1) Assist the Host County and the Agency in establishing location(s) for a mobile hazardous waste collection event(s) in Baker County.

(2) Cooperate with the Host County in providing staffing, logistical support and assist with the distribution of advertising and publicity for the hazardous waste collection event(s).

(3) Work with the Host County and the Agency to choose a mutually convenient date for the collection event to be held no later than June 30th of each calendar year.

Section 4. Default and Termination. The failure of any party to comply with the provisions of this Agreement shall place that party in default. Prior to terminating this Agreement the non-defaulting party shall notify the defaulting party and all other parties in writing. Notification shall make specific reference to the provision which gave rise to the default and shall specify a reasonable period of time for the defaulting party to cure the default. In the event said default is not cured within the time provided, the

Agreement with respect to the defaulting party may be terminated. The failure of any party to exercise this right shall not be considered a waiver of such right in the event of any further default or non-compliance. In the event of termination, the defaulting party shall return any unexpended grant funds and shall comply with any requirements FDEP may impose.

This Agreement may be terminated by either party, with or without cause, upon giving 30 days prior written notice of termination.

Section 5. Modification. This Agreement may be modified at any time by mutual written agreement of the parties.

Section 6. Funds Availability. This Agreement is expressly conditioned upon the availability of funds lawfully appropriated and available for the purpose set out herein as determined in the sole discretion of the Host County. In the event funds to finance this Agreement become unavailable, the Host County may terminate this Agreement upon no less than twenty-four (24) hours' notice, written and delivered to the Agency. Said notice of termination shall be delivered by certified mail, return receipt requested, or in person with signed proof of delivery. The Host County shall be the sole and final authority as to the availability of funds.

Section 7. Indemnification. Each party shall be solely responsible for the negligent or wrongful acts of their employees and agents. Nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of §768.28, Florida Statutes.

Section 8. Severability. It is understood and agreed by the parties to this Agreement that if any of the provisions of this Agreement shall contravene, or be invalid under the laws of the State of Florida, such contravention or invalidity shall not invalidate the entire contract, but it shall be construed as if not containing the particular provision or provisions held to be invalid, and the rights and obligations of the parties shall be construed and enforced accordingly.

Section 9. Notices. Any notices required by this Agreement shall be sufficient if sent by the parties in the United States mail, postage paid, to the address noted below:

Host County: Chair
 Alachua County Board of County Commissioners
 P. O. Box 2877
 Gainesville, FL 32602-2877

with a copy to: J.K. "Buddy" Irby
 Clerk of the Circuit Court
 P.O. Box 939
 Gainesville, FL 32602
 ATTN: Finance and Accounting

And to:

Office of Management and Budget
105 SE 1st Avenue, Suite 6
Gainesville, FL 32601
ATTN: Contracts

Neighboring County:

Chair
Baker County Board of County Commissioners
55 N. 3rd Street
MacClenny, FL 32063

Agency:


New River Solid Waste Association
P.O. Box 647
Raiford, FL 32083

Section 10. Recording. The Host County and Neighboring County, upon execution of this Agreement, will record a copy of this Agreement in the public records of its County. Agency, upon execution, will record a copy of this Agreement in the public records of Baker County. The Host County shall send a copy to the appropriate Project Manager at FDEP.

IN WITNESS WHEREOF, the parties hereto have caused this Interlocal Agreement to be executed on the day and year first above written.

ALACHUA COUNTY, FLORIDA

By:


Randall H. Reid
County Manager


Witness to Mr. Reid

APPROVED AS TO FORM


Alachua County Attorney's Office

Attest by:

Attest by:

BAKER COUNTY, FLORIDA

By:

Joseph L. Cone
Joe Cone
County Manager

NEW RIVER SOLID WASTE ASSOCIATION

By:

Darrell O'Neal
Darrell O'Neal, Executive Director
New River Solid Waste Association

Attest by Corporate Officer

Julie B. Combs
Name

NRSWA SECRETARY/TREASURER

Title

JULIE B. COMBS

Print Name

**INTERLOCAL AGREEMENT BETWEEN
ALACHUA COUNTY AND BRADFORD COUNTY FOR THE REQUEST AND USE OF
THE COOPERATIVE COLLECTION CENTER ARRANGEMENT GRANT**

This Interlocal Agreement ("Agreement") made and entered into this 16th day of NOVEMBER, 2008, by and between Alachua County, a charter county and political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as "Host County", and Bradford County, hereinafter referred to as "Neighboring County." New River Solid Waste Association, a public agency organized under the laws of the State of Florida, hereinafter referred to as "Agency", will act on behalf of the Neighboring County.

WITNESSETH:

WHEREAS, the Host County and the Agency are authorized by §163.01, Florida Statutes, to enter into interlocal agreements to cooperatively and efficiently use their powers to provide public services that will advance the general health, safety and welfare of the citizens of Alachua County; and,

WHEREAS, the Agency will provide certain services for the benefit of Bradford County; and,

WHEREAS, the State of Florida has enacted the 1988 Solid Waste Management Act which prohibits disposal of hazardous waste into municipal and sanitary landfills; and,

WHEREAS, the State of Florida recognizes the need for local governments to administer hazardous waste collections to provide opportunities to its citizens for proper hazardous waste management; and,

WHEREAS, the Host County and the Agency have determined that a joint and cooperative effort is a viable approach to the proper and cost effective management of the Bradford County's hazardous waste stream; and,

WHEREAS, the Host County and the Agency have developed a joint grant request to Florida Department of Environmental Protection (FDEP), endorsed by both the County and the Agency, and have approved the request by this Interlocal Agreement;

NOW, THEREFORE, in consideration of the mutual benefits to each other, the Host County and the Agency agree as follows:

Section 1. Term. The term of this agreement shall be in effect from the date set forth above until the Florida Department of Environmental Protection discontinues the appropriation of funding, by consent of either Host County or Agency or terminated

earlier as provided herein.

Section 2. Mutual Covenants. The Host County and the Agency agree to the following:

A) That the grant request is made jointly on behalf of the two parties and is to be submitted to FDEP by the Host County.

B) To faithfully pursue the intent and purpose of the Cooperative Collection Center Arrangement Grant.

C) To conduct the Agency's hazardous waste collection and all associated business in Bradford County in strict accordance with all applicable laws, regulations, and grant rules as set forth by FDEP, and to utilize the grant funds solely for the purpose authorized.

D) That the Agency's hazardous waste collection event in Bradford County will occur after the Host County's execution of a contract with FDEP for funding and will occur no later than June 30th of each calendar year.

Section 3. Responsibilities.

A) Of the Host County:

The Host County Shall:

(1) Have an established and operational hazardous waste collection center and must have a licensed, insured private hazardous waste management company under contract, hereinafter referred to as "Contractor", that will be responsible for collecting hazardous waste and assuring the delivery of that waste to an approved recycling, storage, treatment, or disposal facility.

(2) Assign a project manager to work with the Agency to establish a site in Bradford County for a mobile hazardous waste collection event. The hazardous waste collection event will be free to the households of Bradford County and will be offered at a reduced fee to conditionally exempt small quantity generators for the collection and proper management of their waste.

(3) Assist the Agency in publicizing and advertising the waste collection event.

(4) Assign the project manager to be on site during the Agency's collection event in Bradford County.

(5) Provide the Agency with copies of all paperwork from its

Contractor associated with the Agency's collection event in Bradford County, including the Contractor's final invoice for services and hazardous waste shipping manifest forms. The neighboring county and agency shall assist the host county in overseeing the paperwork associated with the collection costs, including but not limited to fixed costs, ie: advertising and tent rental fees.

(6) Invoice and collect from the Agency the difference between the cost of the hazardous waste collection event in Bradford County and the amount paid by FDEP.

(7) Pay the Contractor for the Agency's hazardous waste collection event in Bradford County and pay all upfront costs associated with the Agency's hazardous waste collection in Bradford County.

B) Of the Agency:

The Agency shall perform the following tasks and ensure their completion:

(1) Establish the location(s) for a mobile hazardous waste collection event(s) in Bradford County that is (are) acceptable to the Host County and the Contractor under contract to the Host County.

(2) Work with the Host County to choose a mutually convenient date for the collection event to be held in Bradford County no later than June 30th of each calendar year.

(3) Remit payment to the Host County the difference between the cost of the hazardous waste collection event and the amount paid by FDEP to the Host County. Payment shall be made to the Host County within 30 days of receipt of the invoice from the Host County of all sums properly invoiced under the provisions of this paragraph in accordance with the provisions of Chapter 218, Part VII ("Florida Prompt Payment Act"), Florida Statutes.

Invoices shall be sent to:

Darrell O'Neal, Executive Director
New River Solid Waste Association
P.O. Box 647
Raiford, FL 32083

Payment shall be sent to:

Alachua County Board of County Commissioners
c/o Alachua County Environmental Protection Department

201 SE 2nd Avenue, Suite 201
Gainesville, FL 32601

(4) Designate a local project manager to work with the Host County to prepare and distribute public awareness information on proper hazardous waste management and publicize the hazardous waste collection event. This information should be distributed to the local media, schools, agricultural agents, and civic and service organizations.

(5) Send a representative to the hazardous waste collection event and assist the Host County in overseeing paperwork at the close of the event. The Agency will also manage all automotive batteries collected at the event.

(6) Provide the Contractor with the names and addresses of regulated small quantity generators of hazardous waste in Bradford County.

(7) Work with the Host County to advertise, promote, and organize a "milk-run" collection route service for regulated small quantity generators in order to obtain a reduced fee for proper disposal of their hazardous wastes at a permitted facility.

C) Of the Neighboring County:

The Neighboring County shall perform the following tasks and ensure their completion:

- (1) Assist the Host County and the Agency in establishing location(s) for a mobile hazardous waste collection event(s) in Bradford County.
- (2) Cooperate with the Host County in providing staffing, logistical support and assist with the distribution of advertising and publicity for the hazardous waste collection event(s).
- (3) Work with the Host County and the Agency to choose a mutually convenient date for the collection event to be held no later than June 30th of each calendar year.

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Section 8. Severability. It is understood and agreed by the parties to this Agreement that if any of the provisions of this Agreement shall contravene, or be invalid under the laws of the State of Florida, such contravention or invalidity shall not invalidate the entire contract, but it shall be construed as if not containing the particular provision or provisions held to be invalid, and the rights and obligations of the parties shall be construed and enforced accordingly.

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Host County: Chair
 Alachua County Board of County Commissioners
 P. O. Box 2877
 Gainesville, FL 32602-2877

with a copy to: J.K. "Buddy" Irby
 Clerk of the Circuit Court
 P.O. Box 939
 Gainesville, FL 32602
 ATTN: Finance and Accounting

And to:

Office of Management and Budget
105 SE 1st Avenue, Suite 6
Gainesville, FL 32601
ATTN: Contracts

Neighboring County:

Chair
Bradford County Board of County Commissioners
P.O. Drawer B
Starke, FL 32091

Agency:

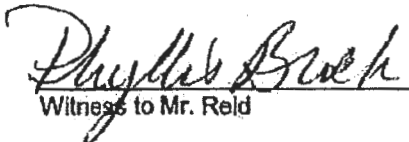
New River Solid Waste Association
P.O. Box 647
Ralford, FL 32083

Section 10. Recording. The Host County and Neighboring County, upon execution of this Agreement, will record a copy of this Agreement in the public records of its County. Agency, upon execution, will record a copy of this Agreement in the public records of Bradford County. The Host County shall send a copy to the appropriate Project Manager at FDEP.

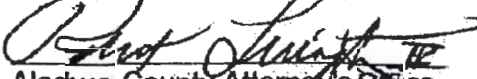
IN WITNESS WHEREOF, the parties hereto have caused this Interlocal Agreement to be executed on the day and year first above written.

ALACHUA COUNTY, FLORIDA

By: 
Randall H. Reid
County Manager


Witness to Mr. Reid

APPROVED AS TO FORM


Alachua County Attorney's Office

Attest by:

Attest by:

Michael K. Stapp, Deputy Clerk

BRADFORD COUNTY, FLORIDA

By:

Brad Carter

Brad Carter
County Manager

NEW RIVER SOLID WASTE ASSOCIATION

By:

Darrell O'Neal

Darrell O'Neal, Executive Director
New River Solid Waste Association

Attest by Corporate Officer

Julie B. Combs

Name

NRSWA SECRETARY/TREASURER

Title

JULIE B. COMBS

Print Name

COUNTY MANAGER ITEM SUMMARY

ITEM DESCRIPTION: Interlocal Agreements for Establishing a Hazardous Waste Cooperative Collection Center Arrangement Grant with Columbia County

| | | |
|--------------------------|------------------|------------------------------------|
| DEPARTMENT: | RETURN TO | CONTACT: Kurt Seaburg #6867 |
| Environmental Protection | Diane Smith | PHONE #: 334-0440 |

| | |
|--------------------------------------|---|
| DOCUMENT(S) REQUIRING ACTION: | 1. Interlocal Agreement between Alachua County and Columbia County for the request and use of the Cooperative Collection Center Arrangement Grant |
| | AMOUNT: \$23,750 (Annual Revenue) |

EXECUTIVE SUMMARY: This item requests approval of Interlocal Agreement to establish Hazardous Waste Cooperative Collection Center Arrangement Grant with Columbia County.

BACKGROUND: Over the past 15 years, the Alachua County Environmental Protection Department (ACEPD) has received grant funding from the Florida Department of Environmental Protection (FDEP) to act as a Host County for annual "Cooperative Household Hazardous Waste Collection Events" in several neighboring counties. FDEP requires that Interlocal Agreement be executed with each county before an FDEP contract for ACEPD reimbursement will be initiated. The Interlocal Agreement requires Columbia County to reimburse Alachua County for all expenses incurred that are not paid by FDEP. Estimated reimbursement from FDEP is \$21,000. Labor and disposal costs for the collection event are initially borne by Alachua County. Upon completion of each event, all costs will be reimbursed by FDEP and Columbia County. Total estimated FY09 revenue from FDEP and Columbia County \$23,750 (\$21,000 from FDEP, \$2,750 from Columbia County).

In addition to the reimbursement revenue received by ACEPD for labor and disposal costs incurred, ACEPD will receive through a separate agreement with FDEP an additional \$10,000 as a management fee for agreeing to serve as the host County for the cooperative collection event.

After the attached Interlocal Agreement for Columbia County is approved, ACEPD will begin negotiation of a contract with FDEP for reimbursement of FDEP's share of the Collection Event costs (\$21,000).

ISSUES: None.

ACTION

Recommendation: Approve Interlocal Agreement for Hazardous Waste Cooperative Collection Center Arrangement with Columbia County

BUDGETARY IMPACT

Recommendation: Approve Interlocal Agreement for Hazardous Waste Cooperative Collection Center Arrangement with Columbia County

Funding Sources: Columbia County BOCC, FDEP

Associated Costs: None

Account Code: 236-5550

ATTACHMENTS: 1. Interlocal Agreement between Alachua County and Columbia County

SUGGESTED REFERENCE MATERIAL: None

| | | | | | |
|----------------------------|------------------|--------------|--------------|-----------------------|-------------|
| DEPARTMENT DIRECTOR | CONTRACTS | OMB | LEGAL | COUNTY MANAGER | DATE |
| CB | 9/15/08 | P.E. 7/15/08 | Re | KMS | 7/24/08 |

**INTERLOCAL AGREEMENT BETWEEN THE COUNTIES OF
ALACHUA AND COLUMBIA FOR THE REQUEST AND USE OF
THE COOPERATIVE COLLECTION CENTER ARRANGEMENT GRANT**

This Interlocal Agreement ("Agreement") made and entered into this 24th day of SEPTEMBER, 2008, by and between Alachua County, hereinafter referred to as "Host County", and Columbia County, hereinafter referred to as "Neighboring County", political subdivisions of the State of Florida, by and through their Boards of County Commissioners.

WITNESSETH:

WHEREAS, the Host County and the Neighboring County are authorized by §163.01, Florida Statutes, to enter into interlocal agreements to cooperatively and efficiently use their powers to provide public services that will advance the general health, safety and welfare of the citizens of Alachua County; and,

WHEREAS, the State of Florida has enacted the 1988 Solid Waste Management Act which prohibits disposal of hazardous waste into municipal and sanitary landfills; and,

WHEREAS, the State of Florida recognizes the need for local governments to administer hazardous waste collections to provide opportunities to its citizens for proper hazardous waste management; and,

WHEREAS, the Host County and the Neighboring County have determined that a joint and cooperative effort is a viable approach to the proper and cost effective management of the Neighboring County's hazardous waste stream; and,

WHEREAS, the Host County and the Neighboring County have developed a joint grant request to Florida Department of Environmental Protection (FDEP), endorsed by both Boards of County Commissioners, and have approved the request by this Interlocal Agreement;

NOW, THEREFORE, in consideration of the mutual benefits to each other, the Host County and the Neighboring County agree as follows:

Section 1. Term. The term of this agreement shall be in effect from the date set forth above until the Florida Department of Environmental Protection discontinues the appropriation of funding, by consent of either Host County or Neighboring County, or terminated earlier as provided herein.

Section 2. Mutual Covenants. The Host County and the Neighboring County agree to the following:

A) That the grant request is made jointly on behalf of the two counties and is to be submitted to FDEP by the Host County.

B) To faithfully pursue the intent and purpose of the Cooperative Collection Center Arrangement Grant.

C) To conduct the Neighboring County's hazardous waste collection and all associated business in strict accordance with all applicable laws, regulations, and grant rules as set forth by FDEP, and to utilize the grant funds solely for the purpose authorized.

D) That the Neighboring County's hazardous waste collection event will occur after the Host County's execution of a contract with FDEP for funding and will occur no later than June 30th of each calendar year.

Section 3. Responsibilities.

A) Of the Host County:

The Host County Shall:

(1) Have an established and operational hazardous waste collection center and must have a licensed, insured private hazardous waste management company under contract, hereinafter referred to as "Contractor", that will be responsible for collecting hazardous waste and assuring the delivery of that waste to an approved recycling, storage, treatment, or disposal facility.

(2) Assign a project manager to work with the Neighboring County's government to establish a site in the Neighboring County for a mobile hazardous waste collection event. The hazardous waste collection event will be free to the households of the Neighboring County and will be offered at a reduced fee to conditionally exempt small quantity generators for the collection and proper management of their waste.

(3) Assist the Neighboring County in publicizing and advertising the waste collection event.

(4) Assign the project manager to be on site during the Neighboring County's collection event.

(5) Provide the Neighboring County with copies of all paperwork from its Contractor associated with the Neighboring County's collection event, including the Contractor's final invoice for services and hazardous waste shipping manifest forms.

(6) Invoice and collect from the Neighboring County the difference between the cost of the hazardous waste collection event and the amount paid by FDEP.

(7) Pay the Contractor for the Neighboring County's hazardous waste collection event and pay all up front costs associated with the Neighboring County's hazardous waste collection.

B) Of the Neighboring County:

The Neighboring County shall:

(1) Establish the location(s) for its mobile hazardous waste collection event that is (are) acceptable to the Host County and the Contractor under contract to the Host County.

(2) Work with the Host County to choose a mutually convenient date for the collection event to be held no later than June 30th of each calendar year.

(3) Remit payment to the Host County of the difference between the cost of the hazardous waste collection event and the amount paid by FDEP to the Host County. Payment shall be made to the Host County within 30 days of receipt of the invoice from the Host County of all sums properly invoiced under the provisions of this paragraph in accordance with the provisions of Chapter 218, Part VII ("Florida Prompt Payment Act"), Florida Statutes.

Invoices shall be sent to:

**Bill Lycan, Solid Waste Director
Columbia County Landfill
1347 NW Oosterhoudt Lane
Lake City, Florida 32055**

Payment shall be sent to:

**Alachua County Board of County Commissioners
c/o Alachua County Environmental Protection Department
201 SE 2nd Avenue, Suite 201
Gainesville, FL 32601**

(4) Designate a local project manager to work with the Host County to prepare and distribute public awareness information on proper hazardous waste management and publicize the hazardous waste collection event. This information should be distributed to the local media, schools, agricultural agents, and civic and service organizations.

(5) Send a representative to the hazardous waste collection event and assist the Host County in overseeing paperwork at the close of the event. The Neighboring County will also manage all automotive batteries collected at the event.

(6) Provide the Contractor with the names and addresses of regulated small quantity generators of hazardous waste in Neighboring County.

(7) Work with the Host County to advertise, promote, and organize a "milk-run" collection route service for regulated small quantity generators in order to obtain a reduced fee for proper disposal of their hazardous wastes at a permitted facility.

Section 4. Default and Termination. The failure of any party to comply with the provisions of this Agreement shall place that party in default. Prior to terminating this Agreement the non-defaulting party shall notify the defaulting party and all other parties in writing. Notification shall make specific reference to the provision which gave rise to the default and shall specify a reasonable period of time for the defaulting party to cure the default. In the event said default is not cured within the time provided, the Agreement with respect to the defaulting party may be terminated. The failure of any party to exercise this right shall not be considered a waiver of such right in the event of any further default or non-compliance. In the event of termination, the defaulting party shall return any unexpended grant funds and shall comply with any requirements FDEP may impose.

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Section 7. Indemnification. Subject to the limits and provisions of Section 768.28, F.S., each County agrees to indemnify, save and hold harmless all other parties to this Agreement from any and all liabilities, claims, or damages of any kind which are or may be imposed for any of its negligent acts or omissions or for the negligent acts or omissions of its officers, employees, or agents arising out of or pursuant to this Agreement and/or the hazardous waste management programs for which these grant funds are sought. This indemnification shall not result in, or be construed to mean, a waiver of sovereign immunity by any party with respect to claims by third parties.

Section 8. Severability. It is understood and agreed by the parties to this Agreement that if any of the provisions of this Agreement shall contravene, or be invalid under the laws of the State of Florida, such contravention or invalidity shall not invalidate the entire contract, but it shall be construed as if not containing the particular provision or provisions held to be invalid, and the rights and obligations of the parties shall be construed and enforced accordingly.

Section 9. Notices. Any notices required by this Agreement shall be sufficient if sent by the parties in the United States mail, postage paid, to the address noted below:

Host County: Chair
Alachua County Board of County Commissioners
P. O. Box 2877
Gainesville, FL 32602-2877

with a copy to: J.K. "Buddy" Irby
Clerk of the Circuit Court
P.O. Box 939
Gainesville, FL 32602
ATTN: Finance and Accounting

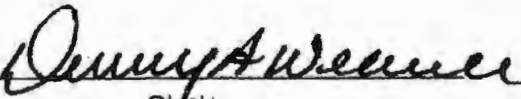
and: Office of Management and Budget
105 SE 1st Avenue, Suite 6
Gainesville, FL 32601
ATTN: Contracts

Neighboring County: Chair
Board of County Commissioners, Columbia County
1347 NW Oosterhout Lane
Lake City, FL 32055

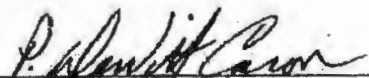
Section 10. Recording. Each County, upon execution of this Agreement, will record a copy of this Agreement in the public records of its County. The Host County shall send a copy to the appropriate Project Manager at FDEP.

IN WITNESS WHEREOF, the parties hereto have caused this Interlocal Agreement to be executed on the day and year first above written.

COLUMBIA COUNTY, FLORIDA

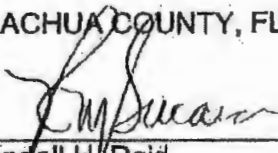
BY: 
Chair - Dewey A. Weaver
Board of County Commissioners
BCC Approved: 8/7/08

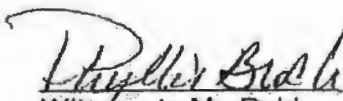
ATTEST:


P. DeWitt Cason
Clerk

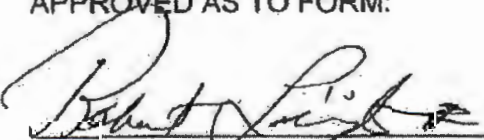
(SEAL)

ALACHUA COUNTY, FLORIDA

BY: 
for Randall H. Reid
Alachua County Manager


Witness to Mr. Reid

APPROVED AS TO FORM:


Alachua County Attorney's Office

COUNTY MANAGER ITEM SUMMARY

ITEM DESCRIPTION: Interlocal Agreements for Establishing a Hazardous Waste Cooperative Collection Center Arrangement Grant with Dixie County

| | | |
|--------------------------------------|--|--|
| DEPARTMENT: | RETURN TO | CONTACT: Kurt Seaburg #6870 |
| Environmental Protection | Diane Smith | PHONE #: 334-0440 |
| DOCUMENT(S) REQUIRING ACTION: | 1. Interlocal Agreement between Alachua County and Dixie County for the request and use of the Cooperative Collection Center Arrangement Grant | AMOUNT: \$17,500 (Annual Revenue) |

EXECUTIVE SUMMARY: This item requests approval of Interlocal Agreement to establish Hazardous Waste Cooperative Collection Center Arrangement Grant with Dixie County.

BACKGROUND: Over the past 15 years, the Alachua County Environmental Protection Department (ACEPD) has received grant funding from the Florida Department of Environmental Protection (FDEP) to act as a Host County for annual "Cooperative Household Hazardous Waste Collection Events" in several neighboring counties. FDEP requires that an Interlocal Agreement be executed with each county before an FDEP contract for ACEPD reimbursement will be initiated. The Interlocal Agreement requires Dixie County to reimburse Alachua County for all expenses incurred that are not paid by FDEP. Estimated reimbursement from FDEP is \$16,000. Labor and disposal costs for the collection event are initially borne by Alachua County. Upon completion of each event, all costs will be reimbursed by FDEP and Dixie County. Total estimated FY09 revenue from FDEP and Dixie County \$17,500 (\$16,000 from FDEP, \$1,500 from Dixie County).

In addition to the reimbursement revenue received by ACEPD for labor and disposal costs incurred, ACEPD will receive through a separate agreement with FDEP an additional \$10,000 as a management fee for agreeing to serve as the host County for the cooperative collection event.

After the attached Interlocal Agreement for Dixie County is approved, ACEPD will begin negotiation of a contract with FDEP for reimbursement of FDEP's share of the Collection Event costs (\$16,000).

ISSUES: None.

ACTION

Recommendation: Approve Interlocal Agreement for Hazardous Waste Cooperative Collection Center Arrangement with Dixie County

BUDGETARY IMPACT

Recommendation: Approve Interlocal Agreement for Hazardous Waste Cooperative Collection Center Arrangement with Dixie County

Funding Sources: Dixie County BOCC, FDEP

Associated Costs: None

Account Code: 236-5530

ATTACHMENTS: 1. Interlocal Agreement between Alachua County and Dixie County

SUGGESTED REFERENCE MATERIAL: None

| | | | | | |
|----------------------------|------------------|-----------------|--------------|-----------------------|-------------|
| DEPARTMENT DIRECTOR | CONTRACTS | OMB | LEGAL | COUNTY MANAGER | DATE |
| CB | JL 9/16/08 | PG 9/15/08 h | Re | RMS | 9/24/08 |

**INTERLOCAL AGREEMENT BETWEEN THE COUNTIES OF
ALACHUA AND DIXIE FOR THE REQUEST AND USE OF
THE COOPERATIVE COLLECTION CENTER ARRANGEMENT GRANT**

This Interlocal Agreement ("Agreement") made and entered into this 24th day of SEPTEMBER, 2008, by and between Alachua County, hereinafter referred to as "Host County", and Dixie County, hereinafter referred to as "Neighboring County", political subdivisions of the State of Florida, by and through their Boards of County Commissioners.

WITNESSETH:

WHEREAS, the Host County and the Neighboring County are authorized by §163.01, Florida Statutes, to enter into interlocal agreements to cooperatively and efficiently use their powers to provide public services that will advance the general health, safety and welfare of the citizens of Alachua County; and,

WHEREAS, the State of Florida has enacted the 1988 Solid Waste Management Act which prohibits disposal of hazardous waste into municipal and sanitary landfills; and,

WHEREAS, the State of Florida recognizes the need for local governments to administer hazardous waste collections to provide opportunities to its citizens for proper hazardous waste management; and,

WHEREAS, the Host County and the Neighboring County have determined that a joint and cooperative effort is a viable approach to the proper and cost effective management of the Neighboring County's hazardous waste stream; and,

WHEREAS, the Host County and the Neighboring County have developed a joint grant request to Florida Department of Environmental Protection (FDEP), endorsed by both Boards of County Commissioners, and have approved the request by this Interlocal Agreement;

NOW, THEREFORE, in consideration of the mutual benefits to each other, the Host County and the Neighboring County agree as follows:

Section 1. Term. The term of this agreement shall be in effect from the date set forth above until the Florida Department of Environmental Protection discontinues the appropriation of funding, by consent of either Host County or Neighboring County, or terminated earlier as provided herein.

Section 2. Mutual Covenants. The Host County and the Neighboring County agree to the following:

A) That the grant request is made jointly on behalf of the two counties and is to be submitted to FDEP by the Host County.

B) To faithfully pursue the intent and purpose of the Cooperative Collection Center Arrangement Grant.

C) To conduct the Neighboring County's hazardous waste collection and all associated business in strict accordance with all applicable laws, regulations, and grant rules as set forth by FDEP, and to utilize the grant funds solely for the purpose authorized.

D) That the Neighboring County's hazardous waste collection event will occur after the Host County's execution of a contract with FDEP for funding and will occur no later than June 30th of each calendar year.

Section 3. Responsibilities.

A) Of the Host County:

The Host County Shall:

(1) Have an established and operational hazardous waste collection center and must have a licensed, insured private hazardous waste management company under contract, hereinafter referred to as "Contractor", that will be responsible for collecting hazardous waste and assuring the delivery of that waste to an approved recycling, storage, treatment, or disposal facility.

(2) Assign a project manager to work with the Neighboring County's government to establish a site in the Neighboring County for a mobile hazardous waste collection event. The hazardous waste collection event will be free to the households of the Neighboring County and will be offered at a reduced fee to conditionally exempt small quantity generators for the collection and proper management of their waste.

(3) Assist the Neighboring County in publicizing and advertising the waste collection event.

(4) Assign the project manager to be on site during the Neighboring County's collection event.

(5) Provide the Neighboring County with copies of all paperwork from its Contractor associated with the Neighboring County's collection event, including the Contractor's final invoice for services and hazardous waste shipping manifest forms.

(6) Invoice and collect from the Neighboring County the difference between the cost of the hazardous waste collection event and the amount paid by FDEP.

(7) Pay the Contractor for the Neighboring County's hazardous waste collection event and pay all up front costs associated with the Neighboring County's hazardous waste collection.

B) Of the Neighboring County:

The Neighboring County shall:

(1) Establish the location(s) for its mobile hazardous waste collection event that is (are) acceptable to the Host County and the Contractor under contract to the Host County.

(2) Work with the Host County to choose a mutually convenient date for the collection event to be held no later than June 30th of each calendar year.

(3) Remit payment to the Host County of the difference between the cost of the hazardous waste collection event and the amount paid by FDEP to the Host County. Payment shall be made to the Host County within 30 days of receipt of the invoice from the Host County of all sums properly invoiced under the provisions of this paragraph in accordance with the provisions of Chapter 218, Part VII ("Florida Prompt Payment Act"), Florida Statutes.

Invoices shall be sent to:

Dana Johnson, Clerk of Court
Dixie County
P.O. Box 2800
Cross City Florida 32628

Payment shall be sent to:

Alachua County Board of County Commissioners
c/o Alachua County Environmental Protection Department
201 SE 2nd Avenue, Suite 201
Gainesville, FL 32601

(4) Designate a local project manager to work with the Host County to prepare and distribute public awareness information on proper hazardous waste management and publicize the hazardous waste collection event. This information should be distributed to the local media, schools, agricultural agents, and civic and service organizations.

(5) Send a representative to the hazardous waste collection event and assist the Host County in overseeing paperwork at the close of the event. The Neighboring County will also manage all automotive batteries collected at the event.

(6) Provide the Contractor with the names and addresses of regulated small quantity generators of hazardous waste in Neighboring County.

(7) Work with the Host County to advertise, promote, and organize a "milk-run" collection route service for regulated small quantity generators in order to obtain a reduced fee for proper disposal of their hazardous wastes at a permitted facility.

Section 4. Default and Termination. The failure of any party to comply with the provisions of this Agreement shall place that party in default. Prior to terminating this Agreement the non-defaulting party shall notify the defaulting party and all other parties in writing. Notification shall make specific reference to the provision which gave rise to the default and shall specify a reasonable period of time for the defaulting party to cure the default. In the event said default is not cured within the time provided, the Agreement with respect to the defaulting party may be terminated. The failure of any party to exercise this right shall not be considered a waiver of such right in the event of any further default or non-compliance. In the event of termination, the defaulting party shall return any unexpended grant funds and shall comply with any requirements FDEP may impose.

This Agreement may be terminated by either party, with or without cause, upon giving 30 days prior written notice of termination.

Section 5. Modification. This Agreement may be modified at any time by mutual written agreement of the parties.

Section 6. Funds Availability. This Agreement is expressly conditioned upon the availability of funds lawfully appropriated and available for the purpose set out herein as determined in the sole discretion of the Host County. In the event funds to finance this Agreement become unavailable, the Host County may terminate this Agreement upon no less than twenty-four (24) hours' notice, written and delivered to the Neighboring County. Said notice of termination shall be delivered by certified mail, return receipt requested, or in person with signed proof of delivery. The Host County shall be the sole and final authority as to the availability of funds.

Section 7. Indemnification. Subject to the limits and provisions of Section 768.28, F.S., each County agrees to indemnify, save and hold harmless all other parties to this Agreement from any and all liabilities, claims, or damages of any kind which are or may be imposed for any of its negligent acts or omissions or for the negligent acts or omissions of its officers, employees, or agents arising out of or pursuant to this Agreement and/or the hazardous waste management programs for which these grant funds are sought. This indemnification shall not result in, or be construed to mean, a waiver of sovereign immunity by any party with respect to claims by third parties.

Section 8. Severability. It is understood and agreed by the parties to this Agreement that if any of the provisions of this Agreement shall contravene, or be invalid under the laws of the State of Florida, such contravention or invalidity shall not invalidate the entire contract, but it shall be construed as if not containing the particular provision or provisions held to be invalid, and the rights and obligations of the parties shall be construed and enforced accordingly.

Section 9. Notices. Any notices required by this Agreement shall be sufficient if sent by the parties in the United States mail, postage paid, to the address noted below:

Host County: Chair
Alachua County Board of County Commissioners
P. O. Box 2877
Gainesville, FL 32602-2877

with a copy to: J.K. "Buddy" Irby
Clerk of the Circuit Court
P.O. Box 939
Gainesville, FL 32602
ATTN: Finance and Accounting

and: Office of Management and Budget
105 SE 1st Avenue, Suite 6
Gainesville, FL 32601
ATTN: Contracts

Neighboring County: Chair
Dixie County Board of County Commissioners
P.O. Box 2600
Cross City Florida 32628

Section 10. Recording. Each County, upon execution of this Agreement, will record a copy of this Agreement in the public records of its County. The Host County shall send a copy to the appropriate Project Manager at FDEP.


IN WITNESS WHEREOF, the parties hereto have caused this Interlocal Agreement to be executed on the day and year first above written.

DIXIE COUNTY, FLORIDA

BY:

Hoyt J. Buddy Lamb
Hoyt J. Buddy Lamb, Chair
Board of County Commissioners

ATTEST:

Dana D. Johnson


ALACHUA COUNTY, FLORIDA

BY:

for

Randal H. Reid
Randal H. Reid
Alachua County Manager

Randy W. Brach
Witness to Mr. Reid

APPROVED AS TO FORM:

Robert A. Light
Alachua County Attorney's Office

Clerk of the Circuit and County Court

Dana D. Johnson

Dixie County Courthouse

214 Northeast Highway 351, Suite M

Post Office Box 1206, Cross City, Florida 32628-1206

RECEIVED
ALACHUA
COUNTY

AUG 21 2008

ENVIRONMENTAL
PROTECTION
DEPARTMENT

August 18, 2008

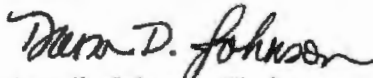
Sandra Cunningham
Alachua County Environmental Protection Department
201 Southeast 2nd Avenue Suite 201
Gainesville, Florida 32601

Dear Ms. Cunningham:

Attached please find two (2) originals of the Household Hazardous Waste Cooperative Collection Interlocal Agreement. The agreement has been signed by our County Commission Chairman of the Board, Hoyt J. "Buddy" Lamb. Upon execution please return one original to our office. Should you need anything more, please let me know.

Sincerely,

DANA D. JOHNSON
CLERK OF COURT



Dana D. Johnson, Clerk

Clerk of the Circuit and County Court

Dana D. Johnson
Dixie County Courthouse
214 Northeast Highway 351, Suite M
Post Office Box 1206, Cross City, Florida 32628-1206

RECEIVED
ALACHUA
COUNTY

AUG 21 2008

ENVIRONMENTAL
PROTECTION
DEPARTMENT

August 18, 2008

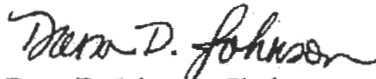
Sandra Cunningham
Alachua County Environmental Protection Department
201 Southeast 2nd Avenue Suite 201
Gainesville, Florida 32601

Dear Ms. Cunningham:

Attached please find two (2) originals of the Household Hazardous Waste Cooperative Collection Interlocal Agreement. The agreement has been signed by our County Commission Chairman of the Board, Hoyt J. "Buddy" Lamb. Upon execution please return one original to our office. Should you need anything more, please let me know.

Sincerely,

DANA D. JOHNSON
CLERK OF COURT



Dana D. Johnson, Clerk

COUNTY MANAGER ITEM SUMMARY

| | | |
|---|--|---|
| ITEM DESCRIPTION: Interlocal Agreements for Establishing a Hazardous Waste Cooperative Collection Center Arrangement Grant with Gilchrist County | | |
| DEPARTMENT: | RETURN TO | CONTACT: Kurt Seaburg #6869 |
| Environmental Protection | Diane Smith | PHONE #: 334-0440 |
| DOCUMENT(S) REQUIRING ACTION: | 1. Interlocal Agreement between Alachua County and Gilchrist County for the request and use of the Cooperative Collection Center Arrangement Grant | AMOUNT: \$22,500 (Annual Revenue) |

EXECUTIVE SUMMARY: This item requests approval of Interlocal Agreement to establish Hazardous Waste Cooperative Collection Center Arrangement Grant with Gilchrist County.

BACKGROUND: Over the past 15 years, the Alachua County Environmental Protection Department (ACEPD) has received grant funding from the Florida Department of Environmental Protection (FDEP) to act as a Host County for annual "Cooperative Household Hazardous Waste Collection Events" in several neighboring counties. FDEP requires that an Interlocal Agreement be executed with each county before an FDEP contract for ACEPD reimbursement will be initiated. The Interlocal Agreement requires Gilchrist County to reimburse Alachua County for all expenses incurred that are not paid by FDEP. Estimated reimbursement from FDEP is \$20,000. Labor and disposal costs for the collection event are initially borne by Alachua County. Upon completion of each event, all costs will be reimbursed by FDEP and Gilchrist County. Total estimated FY09 revenue from FDEP and Gilchrist County \$22,500 (\$20,000 from FDEP, \$2,500 from Gilchrist County).

In addition to the reimbursement revenue received by ACEPD for labor and disposal costs incurred, ACEPD will receive through a separate agreement with FDEP an additional \$10,000 as a management fee for agreeing to serve as the host County for the cooperative collection event.

After the attached Interlocal Agreement for Gilchrist County is approved, ACEPD will begin negotiation of a contract with FDEP for reimbursement of FDEP's share of the Collection Event costs (\$20,000).

ISSUES: None.

ACTION

Recommendation: Approve Interlocal Agreement for Hazardous Waste Cooperative Collection Center Arrangement with Gilchrist County

BUDGETARY IMPACT

Recommendation: Approve Interlocal Agreement for Hazardous Waste Cooperative Collection Center Arrangement with Gilchrist County



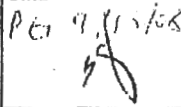


Funding Sources: Gilchrist County BOCC, FDEP

Associated Costs: None

Account Code: 236-5520

ATTACHMENTS: 1. Interlocal Agreement between Alachua County and Gilchrist County

SUGGESTED REFERENCE MATERIAL: None

| | | | | | |
|---|---|---|--|---|-------------|
| DEPARTMENT DIRECTOR | CONTRACTS | OMB | LEGAL | COUNTY MANAGER | DATE |
|  |  |  |  |  | 9/10/08 |

**INTERLOCAL AGREEMENT BETWEEN THE COUNTIES OF
ALACHUA AND GILCHRIST FOR THE REQUEST AND USE OF
THE COOPERATIVE COLLECTION CENTER ARRANGEMENT GRANT**

This Interlocal Agreement ("Agreement") made and entered into this 24th day of SEPTEMBER, 2008, by and between Alachua County, hereinafter referred to as "Host County", and Gilchrist County, hereinafter referred to as "Neighboring County", political subdivisions of the State of Florida, by and through their Boards of County Commissioners.

WITNESSETH:

WHEREAS, the Host County and the Neighboring County are authorized by §163.01, Florida Statutes, to enter into interlocal agreements to cooperatively and efficiently use their powers to provide public services that will advance the general health, safety and welfare of the citizens of Alachua County; and,

WHEREAS, the State of Florida has enacted the 1988 Solid Waste Management Act which prohibits disposal of hazardous waste into municipal and sanitary landfills; and,

WHEREAS, the State of Florida recognizes the need for local governments to administer hazardous waste collections to provide opportunities to its citizens for proper hazardous waste management; and,

WHEREAS, the Host County and the Neighboring County have determined that a joint and cooperative effort is a viable approach to the proper and cost effective management of the Neighboring County's hazardous waste stream; and,

WHEREAS, the Host County and the Neighboring County have developed a joint grant request to Florida Department of Environmental Protection (FDEP), endorsed by both Boards of County Commissioners, and have approved the request by this Interlocal Agreement;

NOW, THEREFORE, in consideration of the mutual benefits to each other, the Host County and the Neighboring County agree as follows:

Section 1. Term. The term of this agreement shall be in effect from the date set forth above until the Florida Department of Environmental Protection discontinues the appropriation of funding, by consent of either Host or Neighboring County or terminated earlier as provided herein.

Section 2. Mutual Covenants. The Host County and the Neighboring County agree to the following:

A) That the grant request is made jointly on behalf of the two counties and is to be submitted to FDEP by the Host County.

B) To faithfully pursue the intent and purpose of the Cooperative Collection Center Arrangement Grant.

C) To conduct the Neighboring County's hazardous waste collection and all associated business in strict accordance with all applicable laws, regulations, and grant rules as set forth by FDEP, and to utilize the grant funds solely for the purpose authorized.

D) That the Neighboring County's hazardous waste collection event will occur after the Host County's execution of a contract with FDEP for funding and will occur no later than June 30th of each calendar year.

Section 3. Responsibilities.

A) Of the Host County:

The Host County Shall:

(1) Have an established and operational hazardous waste collection center and must have a licensed, insured private hazardous waste management company under contract, hereinafter referred to as "Contractor", that will be responsible for collecting hazardous waste and assuring the delivery of that waste to an approved recycling, storage, treatment, or disposal facility.

(2) Assign a project manager to work with the Neighboring County's government to establish a site in the Neighboring County for a mobile hazardous waste collection event. The hazardous waste collection event will be free to the households of the Neighboring County and will be offered at a reduced fee to conditionally exempt small quantity generators for the collection and proper management of their waste.

(3) Assist the Neighboring County in publicizing and advertising the waste collection event.

(4) Assign the project manager to be on site during the Neighboring County's collection event.

(5) Provide the Neighboring County with copies of all paperwork from its Contractor associated with the Neighboring County's collection event, including the Contractor's final invoice for services and hazardous waste shipping manifest forms.

(6) Invoice and collect from the Neighboring County the difference between the cost of the hazardous waste collection event and the amount paid by FDEP.

(7) Pay the Contractor for the Neighboring County's hazardous waste collection event and pay all up front costs associated with the Neighboring County's hazardous waste collection.

B) Of the Neighboring County:

The neighboring County shall:

(1) Establish the location(s) for its mobile hazardous waste collection event that is (are) acceptable to the Host County and the Contractor under contract to the Host County.

(2) Work with the Host County to choose a mutually convenient date for the collection event to be held no later than June 30th of each calendar year.

(3) Remit payment to the Host County of the difference between the cost of the hazardous waste collection event and the amount paid by FDEP to the Host County. Payment shall be made to the Host County within 30 days of receipt of the invoice from the Host County of all sums properly invoiced under the provisions of this paragraph in accordance with the provisions of Chapter 218, Part VII ("Florida Prompt Payment Act"), Florida Statutes.

Invoices shall be sent to:

Lorraine Lightner, Office Manager
Gilchrist County Solid Waste Department
PO Box 369
Bell, FL 32619

Payment shall be sent to:

Alachua County Board of County Commissioners
c/o Alachua County Environmental Protection Department
201 SE 2nd Avenue, Suite 201
Gainesville, FL 32601

(4) Designate a local project manager to work with the Host County to prepare and distribute public awareness information on proper hazardous waste management and publicize the hazardous waste collection event. This information should be distributed to the local media, schools, agricultural agents, and civic and service organizations.

(5) Send a representative to the hazardous waste collection event and assist the Host County in overseeing paperwork at the close of the event. The Neighboring County will also manage all automotive batteries collected at the event.

(6) Provide the Contractor with the names and addresses of regulated small quantity generators of hazardous waste in Neighboring County.

(7) Work with the Host County to advertise, promote, and organize a "milk-run" collection route service for regulated small quantity generators in order to obtain a reduced fee for proper disposal of their hazardous wastes at a permitted facility.

Section 4. Default and Termination. The failure of any party to comply with the provisions of this Agreement shall place that party in default. Prior to terminating this Agreement the non-defaulting party shall notify the defaulting party and all other parties in writing. Notification shall make specific reference to the provision which gave rise to the default and shall specify a reasonable period of time for the defaulting party to cure the default. In the event said default is not cured within the time provided, the Agreement with respect to the defaulting party may be terminated. The failure of any party to exercise this right shall not be considered a waiver of such right in the event of any further default or non-compliance. In the event of termination, the defaulting party shall return any unexpended grant funds and shall comply with any requirements FDEP may impose.

This Agreement may be terminated by either party, with or without cause, upon giving 30 days prior written notice of termination.

Section 5. Modification. This Agreement may be modified at any time by mutual written agreement of the parties.

Section 6. Funds Availability. This Agreement is expressly conditioned upon the availability of funds lawfully appropriated and available for the purpose set out herein as determined in the sole discretion of the Host County. In the event funds to finance this Agreement become unavailable, the Host County may terminate this Agreement upon no less than twenty-four (24) hours' notice, written and delivered to the Neighboring County. Said notice of termination shall be delivered by certified mail, return receipt requested, or in person with signed proof of delivery. The Host County shall be the sole and final authority as to the availability of funds.

Section 7. Indemnification. Subject to the limits and provisions of Section 768.28, F.S., each County agrees to indemnify, save and hold harmless all other parties to this Agreement from any and all liabilities, claims, or damages of any kind which are or may be imposed for any of its negligent acts or omissions or for the negligent acts or omissions of its officers, employees, or agents arising out of or pursuant to this Agreement and/or the hazardous waste management programs for which these grant funds are sought. This indemnification shall not result in, or be construed to mean, a waiver of sovereign immunity by any party with respect to claims by third parties.

Section 8. Severability. It is understood and agreed by the parties to this Agreement that if any of the provisions of this Agreement shall contravene, or be invalid under the laws of the State of Florida, such contravention or invalidity shall not invalidate the entire contract, but it shall be construed as if not containing the particular provision or provisions held to be invalid, and the rights and obligations of the parties shall be construed and enforced accordingly.

Section 9. Notices. Any notices required by this Agreement shall be sufficient if sent by the parties in the United States mail, postage paid, to the address noted below:

Host County: Chair
Alachua County Board of County Commissioners
P. O. Box 2877
Gainesville, FL 32602-2877

with a copy to: J.K. "Buddy" Irby
Clerk of the Circuit Court
P.O. Box 939
Gainesville, FL 32602
ATTN: Finance and Accounting

and: Office of Management and Budget
105 SE 1st Avenue, Suite 6
Gainesville, FL 32601
ATTN: Contracts

Neighboring County: Chair
Gilchrist County Board of County Commissioners
209 SE 1st Street
Trenton, FL 32693

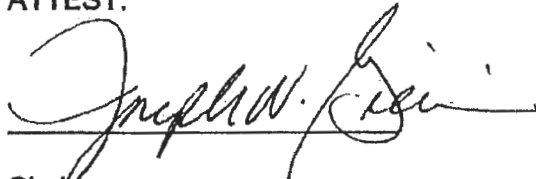
Section 10. Recording. Each County, upon execution of this Agreement, will record a copy of this Agreement in the public records of its County. The Host County shall send a copy to the appropriate Project Manager at FDEP.

IN WITNESS WHEREOF, the parties hereto have caused this Interlocal Agreement to be executed on the day and year first above written.

GILCHRIST COUNTY, FLORIDA

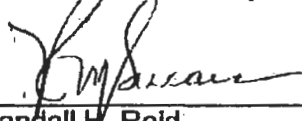
BY: 
Tommy Langford, Chair
Board of County Commissioners

ATTEST:


Clerk

(SEAL)

ALACHUA COUNTY, FLORIDA

BY: 
for Randall H. Reid
Alachua County Manager

APPROVED AS TO FORM:


Alachua County Attorney's Office

COUNTY MANAGER ITEM SUMMARY

| | | |
|---|--|---|
| ITEM DESCRIPTION: Interlocal Agreements for Establishing a Hazardous Waste Cooperative Collection Center Arrangement Grant with Lafayette County | | |
| DEPARTMENT: | RETURN TO | CONTACT: Kurt Seaburg #6868 |
| Environmental Protection | Diane Smith | PHONE #: 334-0440 |
| DOCUMENT(S) REQUIRING ACTION: | 1. Interlocal Agreement between Alachua County and Lafayette County for the request and use of the Cooperative Collection Center Arrangement Grant | AMOUNT: \$14,375 (Annual Revenue) |

EXECUTIVE SUMMARY: This item requests approval of Interlocal Agreement to establish Hazardous Waste Cooperative Collection Center Arrangement Grant with Lafayette County.

BACKGROUND: Over the past 15 years, the Alachua County Environmental Protection Department (ACEPD) has received grant funding from the Florida Department of Environmental Protection (FDEP) to act as a Host County for annual "Cooperative Household Hazardous Waste Collection Events" in several neighboring counties. FDEP requires that an Interlocal Agreement be executed with each county before an FDEP contract for ACEPD reimbursement will be initiated. The Interlocal Agreement requires Lafayette County to reimburse Alachua County for all expenses incurred that are not paid by FDEP. Estimated reimbursement from FDEP is \$13,500. Labor and disposal costs for the collection event are initially borne by Alachua County. Upon completion of each event, all costs will be reimbursed by FDEP and Lafayette County. Total estimated FY09 revenue from FDEP and Lafayette County \$14,375 (\$13,500 from FDEP, \$875 from Lafayette County).

In addition to the reimbursement revenue received by ACEPD for labor and disposal costs incurred, ACEPD will receive through a separate agreement with FDEP an additional \$10,000 as a management fee for agreeing to serve as the host County for the cooperative collection event.

After the attached Interlocal Agreement for Lafayette County is approved, ACEPD will begin negotiation of a contract with FDEP for reimbursement of FDEP's share of the Collection Event costs (\$13,500).

ISSUES: None.

ACTION

Recommendation: Approve Interlocal Agreement for Hazardous Waste Cooperative Collection Center Arrangement with Lafayette County

BUDGETARY IMPACT

Recommendation: Approve Interlocal Agreement for Hazardous Waste Cooperative Collection Center Arrangement with Lafayette County





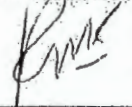
Funding Sources: Lafayette County BOCC, FDEP

Associated Costs: None

Account Code: 236-5510

ATTACHMENTS: 1. Interlocal Agreement between Alachua County and Lafayette County

SUGGESTED REFERENCE MATERIAL: None

| | | | | | |
|---|---|---|--|---|-------------|
| DEPARTMENT DIRECTOR | CONTRACTS | OMB | LEGAL | COUNTY MANAGER | DATE |
|  |  |  |  |  | 9/24/08 |

**INTERLOCAL AGREEMENT BETWEEN THE COUNTIES OF
ALACHUA AND LAFAYETTE FOR THE REQUEST AND USE OF
THE COOPERATIVE COLLECTION CENTER ARRANGEMENT GRANT**

This Interlocal Agreement ("Agreement") made and entered into this 24th day of SEPTEMBER, 2008, by and between Alachua County, hereinafter referred to as "Host County", and Lafayette County, hereinafter referred to as "Neighboring County", political subdivisions of the State of Florida, by and through their Boards of County Commissioners.

WITNESSETH:

WHEREAS, the Host County and the Neighboring County are authorized by §163.01, Florida Statutes, to enter into interlocal agreements to cooperatively and efficiently use their powers to provide public services that will advance the general health, safety and welfare of the citizens of Alachua County; and,

WHEREAS, the State of Florida has enacted the 1988 Solid Waste Management Act which prohibits disposal of hazardous waste into municipal and sanitary landfills; and,

WHEREAS, the State of Florida recognizes the need for local governments to administer hazardous waste collections to provide opportunities to its citizens for proper hazardous waste management; and,

WHEREAS, the Host County and the Neighboring County have determined that a joint and cooperative effort is a viable approach to the proper and cost effective management of the Neighboring County's hazardous waste stream; and,

WHEREAS, the Host County and the Neighboring County have developed a joint grant request to Florida Department of Environmental Protection (FDEP), endorsed by both Boards of County Commissioners, and have approved the request by this Interlocal Agreement;

NOW, THEREFORE, in consideration of the mutual benefits to each other, the Host County and the Neighboring County agree as follows:

Section 1. Term. The term of this agreement shall be in effect from the date set forth above until the Florida Department of Environmental Protection discontinues the appropriation of funding, by consent of either Host or Neighboring County or terminated earlier as provided herein.

Section 2. Mutual Covenants. The Host County and the Neighboring County agree to the following:

A) That the grant request is made jointly on behalf of the two counties and is to be submitted to FDEP by the Host County.

B) To faithfully pursue the intent and purpose of the Cooperative Collection Center Arrangement Grant.

C) To conduct the Neighboring County's hazardous waste collection and all associated business in strict accordance with all applicable laws, regulations, and grant rules as set forth by FDEP, and to utilize the grant funds solely for the purpose authorized.

D) That the Neighboring County's hazardous waste collection event will occur after the Host County's execution of a contract with FDEP for funding and will occur no later than June 30th of each calendar year.

Section 3. Responsibilities.

A) Of the Host County:

The Host County Shall:

(1) Have an established and operational hazardous waste collection center and must have a licensed, insured private hazardous waste management company under contract, hereinafter referred to as "Contractor", that will be responsible for collecting hazardous waste and assuring the delivery of that waste to an approved recycling, storage, treatment, or disposal facility.

(2) Assign a project manager to work with the Neighboring County's government to establish a site in the Neighboring County for a mobile hazardous waste collection event. The hazardous waste collection event will be free to the households of the Neighboring County and will be offered at a reduced fee to conditionally exempt small quantity generators for the collection and proper management of their waste.

(3) Assist the Neighboring County in publicizing and advertising the waste collection event.

(4) Assign the project manager to be on site during the Neighboring County's collection event.

(5) Provide the Neighboring County with copies of all paperwork from its Contractor associated with the Neighboring County's collection event, including the Contractor's final invoice for services and hazardous waste shipping manifest forms.

(6) Invoice and collect from the Neighboring County the difference between the cost of the hazardous waste collection event and the amount paid by FDEP.

(7) Pay the Contractor for the Neighboring County's hazardous waste collection event and pay all up front costs associated with the Neighboring County's hazardous waste collection.

B) Of the Neighboring County:

The neighboring County shall:

(1) Establish the location(s) for its mobile hazardous waste collection event that is (are) acceptable to the Host County and the Contractor under contract to the Host County.

(2) Work with the Host County to choose a mutually convenient date for the collection event to be held no later than June 30th of each calendar year.

(3) Remit payment to the Host County of the difference between the cost of the hazardous waste collection event and the amount paid by FDEP to the Host County. Payment shall be made to the Host County within 30 days of receipt of the invoice from the Host County of all sums properly invoiced under the provisions of this paragraph in accordance with the provisions of Chapter 218, Part VII ("Florida Prompt Payment Act"), Florida Statutes.

Invoices shall be sent to:

Ricky Lyons, Clerk of the Court
Lafayette County
PO Box 88
Mayo, FL 32066

Payment shall be sent to:

Alachua County Board of County Commissioners
c/o Alachua County Environmental Protection Department
201 SE 2nd Avenue, Suite 201
Gainesville, FL 32601

(4) Designate a local project manager to work with the Host County to prepare and distribute public awareness information on proper hazardous waste management and publicize the hazardous waste collection event. This information should be distributed to the local media, schools, agricultural agents, and civic and service organizations.

(5) Send a representative to the hazardous waste collection event and assist the Host County in overseeing paperwork at the close of the event. The Neighboring County will also manage all automotive batteries collected at the event.

(6) Provide the Contractor with the names and addresses of regulated small quantity generators of hazardous waste in Neighboring County.

(7) Work with the Host County to advertise, promote, and organize a "milk-run" collection route service for regulated small quantity generators in order to obtain a reduced fee for proper disposal of their hazardous wastes at a permitted facility.

Section 4. Default and Termination. The failure of any party to comply with the provisions of this Agreement shall place that party in default. Prior to terminating this Agreement the non-defaulting party shall notify the defaulting party and all other parties in writing. Notification shall make specific reference to the provision which gave rise to the default and shall specify a reasonable period of time for the defaulting party to cure the default. In the event said default is not cured within the time provided, the Agreement with respect to the defaulting party may be terminated. The failure of any party to exercise this right shall not be considered a waiver of such right in the event of any further default or non-compliance. In the event of termination, the defaulting party shall return any unexpended grant funds and shall comply with any requirements FDEP may impose.

This Agreement may be terminated by either party, with or without cause, upon giving 30 days prior written notice of termination.

Section 5. Modification. This Agreement may be modified at any time by mutual written agreement of the parties.

Section 6. Funds Availability. This Agreement is expressly conditioned upon the availability of funds lawfully appropriated and available for the purpose set out herein as determined in the sole discretion of the Host County. In the event funds to finance this Agreement become unavailable, the Host County may terminate this Agreement upon no less than twenty-four (24) hours' notice, written and delivered to the Neighboring County. Said notice of termination shall be delivered by certified mail, return receipt requested, or in person with signed proof of delivery. The Host County shall be the sole and final authority as to the availability of funds.

Section 7. Indemnification. Subject to the limits and provisions of Section 768.28, F.S., each County agrees to indemnify, save and hold harmless all other parties to this Agreement from any and all liabilities, claims, or damages of any kind which are or may be imposed for any of its negligent acts or omissions or for the negligent acts or omissions of its officers, employees, or agents arising out of or pursuant to this Agreement and/or the hazardous waste management programs for which these grant funds are sought. This indemnification shall not result in, or be construed to mean, a waiver of sovereign immunity by any party with respect to claims by third parties.

Section 8. Severability. It is understood and agreed by the parties to this Agreement that if any of the provisions of this Agreement shall contravene, or be invalid under the laws of the State of Florida, such contravention or invalidity shall not invalidate the entire contract, but it shall be construed as if not containing the particular provision or provisions held to be invalid, and the rights and obligations of the parties shall be construed and enforced accordingly.

Section 9. Notices. Any notices required by this Agreement shall be sufficient if sent by the parties in the United States mail, postage paid, to the address noted below:

| | |
|---------------------|--|
| Host County: | Chair Alachua County Board of County Commissioners P. O. Box 2877 Gainesville, FL 32602-2877 |
| with a copy to: | J.K. "Buddy" Irby Clerk of the Circuit Court P.O. Box 939 Gainesville, FL 32602 ATTN: Finance and Accounting |
| and: | Office of Management and Budget 105 SE 1 st Avenue, Suite 6 Gainesville, FL 32601 ATTN: Contracts |
| Neighboring County: | Chair Board of County Commissioners, Lafayette County PO Box 88 Mayo, FL 32066 |

Section 10. Recording. Each County, upon execution of this Agreement, will record a copy of this Agreement in the public records of its County. The Host County shall send a copy to the appropriate Project Manager at FDEP.

IN WITNESS WHEREOF, the parties hereto have caused this Interlocal Agreement to be executed on the day and year first above written.

LAFAYETTE COUNTY, FLORIDA



BY: _____

Jack Byrd

Jack Byrd, Chair
Board of County Commissioners

ATTEST:

[Signature]

Clerk

(SEAL)

ALACHUA COUNTY, FLORIDA

BY: _____

[Signature]

for Randall H. Reid
Alachua County Manager

APPROVED AS TO FORM:

[Signature]

Alachua County Attorney's Office

**INTERLOCAL AGREEMENT BETWEEN THE COUNTIES OF
ALACHUA AND NASSAU FOR THE REQUEST AND USE OF
THE COOPERATIVE COLLECTION CENTER ARRANGEMENT GRANT**

This Interlocal Agreement ("Agreement") made and entered into this 20th day of January, 2015, by and between Alachua County, hereinafter referred to as "Host County", and Nassau County, hereinafter referred to as "Neighboring County", political subdivisions of the State of Florida, by and through their Boards of County Commissioners.

WITNESSETH:

WHEREAS, the Host County and the Neighboring County are authorized by §163.01, Florida Statutes, to enter into interlocal agreements to cooperatively and efficiently use their powers to provide public services that will advance the general health, safety and welfare of the citizens of Alachua County; and,

WHEREAS, the State of Florida has enacted the 1988 Solid Waste Management Act which prohibits disposal of hazardous waste into municipal and sanitary landfills; and,

WHEREAS, the State of Florida recognizes the need for local governments to administer hazardous waste collections to provide opportunities to its citizens for proper hazardous waste management; and,

WHEREAS, the Host County and the Neighboring County have determined that a joint and cooperative effort is a viable approach to the proper and cost effective management of the Neighboring County's hazardous waste stream; and,

WHEREAS, the Host County and the Neighboring County have developed a joint grant request to Florida Department of Environmental Protection (FDEP), endorsed by both Boards of County Commissioners, and have approved the request by this Interlocal Agreement;

NOW, THEREFORE, in consideration of the mutual benefits to each other, the Host County and the Neighboring County agree as follows:

Section 1. Term. The term of this agreement shall be in effect from the date set forth above until the Florida Department of Environmental Protection discontinues the appropriation of funding, by consent of either Host County or Neighboring County, or terminated earlier as provided herein.

Section 2. Mutual Covenants. The Host County and the Neighboring County agree to the following:

A) That the grant request is made jointly on behalf of the two counties and is to be submitted to FDEP by the Host County.

B) To faithfully pursue the intent and purpose of the Cooperative Collection Center Arrangement Grant.

C) To conduct the Neighboring County's hazardous waste collection and all associated business in strict accordance with all applicable laws, regulations, and grant rules as set forth by FDEP, and to utilize the grant funds solely for the purpose authorized.

D) That the Neighboring County's hazardous waste collection event will occur after the Host County's execution of a contract with FDEP for funding and will occur no later than June 30th of each calendar year.

Section 3. Responsibilities.

A) Of the Host County:

The Host County Shall:

(1) Have an established and operational hazardous waste collection center and must have a licensed, insured private hazardous waste management company under contract, hereinafter referred to as "Contractor", that will be responsible for collecting hazardous waste and assuring the delivery of that waste to an approved recycling, storage, treatment, or disposal facility.

(2) Assign a project manager to work with the Neighboring County's government to establish a site in the Neighboring County for a mobile hazardous waste collection event. The hazardous waste collection event will be free to the households of the Neighboring County and will be offered at a reduced fee to conditionally exempt small quantity generators for the collection and proper management of their waste.

(3) Assist the Neighboring County in publicizing and advertising the waste collection event.

(4) Assign the project manager to be on site during the Neighboring County's collection event.

(5) Provide the Neighboring County with copies of all paperwork from its Contractor associated with the Neighboring County's collection event, including the Contractor's final invoice for services and hazardous waste shipping manifest forms.

(6) Invoice and collect from the Neighboring County the difference between the cost of the hazardous waste collection event and the amount paid by FDEP.

(7) Pay the Contractor for the Neighboring County's hazardous waste collection event and pay all up front costs associated with the Neighboring County's hazardous waste collection.

B) Of the Neighboring County:

The Neighboring County shall:

(1) Establish the location(s) for its mobile hazardous waste collection event that is (are) acceptable to the Host County and the Contractor under contract to the Host County.

(2) Work with the Host County to choose a mutually convenient date for the collection event to be held no later than June 30th of each calendar year.

(3) Remit payment to the Host County of the difference between the cost of the hazardous waste collection event and the amount paid by FDEP to the Host County. Payment shall be made to the Host County within 30 days of receipt of the invoice from the Host County of all sums properly invoiced under the provisions of this paragraph in accordance with the provisions of Chapter 218, Part VII ("Florida Prompt Payment Act"), Florida Statutes.

Invoices shall be sent to:

**J. Scott Herring, Nassau County Solid Waste Director
Nassau County Board of County Commissioners
P.O. Box 1010
Fernandina Beach, Florida 32035-1010**

Payment shall be sent to:

**Alachua County Board of County Commissioners
c/o Alachua County Environmental Protection Department
408 W University Avenue, Suite 106
Gainesville, FL 32601**

(4) Designate a local project manager to work with the Host County to prepare and distribute public awareness information on proper hazardous waste management and publicize the hazardous waste collection event. This information should be distributed to the local media, schools, agricultural agents, and civic and service organizations.

(5) Send a representative to the hazardous waste collection event and assist the Host County in overseeing paperwork at the close of the event. The Neighboring County will also manage all automotive batteries collected at the event.

(6) Provide the Contractor with the names and addresses of regulated small quantity generators of hazardous waste in Neighboring County.

(7) Work with the Host County to advertise, promote, and organize a "milk-run" collection route service for regulated small quantity generators in order to obtain a reduced fee for proper disposal of their hazardous wastes at a permitted facility.

Section 4. Default and Termination. The failure of any party to comply with the provisions of this Agreement shall place that party in default. Prior to terminating this Agreement the non-defaulting party shall notify the defaulting party and all other parties in writing. Notification shall make specific reference to the provision which gave rise to the default and shall specify a reasonable period of time for the defaulting party to cure the default. In the event said default is not cured within the time provided, the Agreement with respect to the defaulting party may be terminated. The failure of any party to exercise this right shall not be considered a waiver of such right in the event of any further default or non-compliance. In the event of termination, the defaulting party shall return any unexpended grant funds and shall comply with any requirements FDEP may impose.

This Agreement may be terminated by either party, with or without cause, upon giving 30 days prior written notice of termination.

Section 5. Modification. This Agreement may be modified at any time by mutual written agreement of the parties.

Section 6. Funds Availability. This Agreement is expressly conditioned upon the availability of funds lawfully appropriated and available for the purpose set out herein as determined in the sole discretion of the Host County. In the event funds to finance this Agreement become unavailable, the Host County may terminate this Agreement upon no less than twenty-four (24) hours' notice, written and delivered to the Neighboring County. Said notice of termination shall be delivered by certified mail, return receipt requested, or in person with signed proof of delivery. The Host County shall be the sole and final authority as to the availability of funds.

Section 7. Indemnification. Each party shall be solely responsible for the negligent or wrongful acts of its employees and agents. Nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of SS768.28, Florida Statutes.

Section 8. Severability. It is understood and agreed by the parties to this Agreement that if any of the provisions of this Agreement shall contravene, or be invalid under the laws of the State of Florida, such contravention or invalidity shall not invalidate

the entire contract, but it shall be construed as if not containing the particular provision or provisions held to be invalid, and the rights and obligations of the parties shall be construed and enforced accordingly.

Section 9. Notices. Any notices required by this Agreement shall be sufficient if sent by the parties in the United States mail, postage paid, to the address noted below:

Host County: Chair
Alachua County Board of County Commissioners
12 SE 1st Avenue, 2nd Floor
Gainesville, FL 32602-2877

with a copy to: J.K. Irby
Clerk of the Circuit Court
12 SE 1st Avenue, 4th Floor
Gainesville, FL 32601
ATTN: Finance and Accounting

and: Office of Management and Budget
Purchasing Division
12 SE 1st Avenue, 3rd Floor
Gainesville, FL 32601
ATTN: Contracts

Neighboring County: Nassau County Board of County Commissioners
P.O. Box 1010
Fernandina Beach, FL 32035-1010

Section 10. Recording. Each County, upon execution of this Agreement, will record a copy of this Agreement in the public records of its County. The Host County shall send a copy to the appropriate Project Manager at FDEP.

**INTERLOCAL AGREEMENT BETWEEN
ALACHUA COUNTY AND UNION COUNTY FOR THE REQUEST AND USE OF
THE COOPERATIVE COLLECTION CENTER ARRANGEMENT GRANT**

This Interlocal Agreement ("Agreement") made and entered into this 16th day of NOVEMBER, 2008, by and between Alachua County, a charter county and political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as "Host County", and Union County, hereinafter referred to as "Neighboring County." New River Solid Waste Association, a public agency organized under the laws of the State of Florida, hereinafter referred to as "Agency", will act on behalf of the Neighboring County.

WITNESSETH:

WHEREAS, the Host County and the Agency are authorized by §163.01, Florida Statutes, to enter into interlocal agreements to cooperatively and efficiently use their powers to provide public services that will advance the general health, safety and welfare of the citizens of Alachua County; and,

WHEREAS, the Agency will provide certain services for the benefit of Union County; and,

WHEREAS, the State of Florida has enacted the 1988 Solid Waste Management Act which prohibits disposal of hazardous waste into municipal and sanitary landfills; and,

WHEREAS, the State of Florida recognizes the need for local governments to administer hazardous waste collections to provide opportunities to its citizens for proper hazardous waste management; and,

WHEREAS, the Host County and the Agency have determined that a joint and cooperative effort is a viable approach to the proper and cost effective management of the Union County's hazardous waste stream; and,

WHEREAS, the Host County and the Agency have developed a joint grant request to Florida Department of Environmental Protection (FDEP), endorsed by both the County and the Agency, and have approved the request by this Interlocal Agreement;

NOW, THEREFORE, in consideration of the mutual benefits to each other, the Host County and the Agency agree as follows:

Section 1. Term. The term of this agreement shall be in effect from the date set forth above until the Florida Department of Environmental Protection discontinues the appropriation of funding, by consent of either Host County or Agency or terminated

earlier as provided herein.

Section 2. Mutual Covenants. The Host County and the Agency agree to the following:

A) That the grant request is made jointly on behalf of the two parties and is to be submitted to FDEP by the Host County.

B) To faithfully pursue the intent and purpose of the Cooperative Collection Center Arrangement Grant.

C) To conduct the Agency's hazardous waste collection and all associated business in Union County in strict accordance with all applicable laws, regulations, and grant rules as set forth by FDEP, and to utilize the grant funds solely for the purpose authorized.

D) That the Agency's hazardous waste collection event in Union County will occur after the Host County's execution of a contract with FDEP for funding and will occur no later than June 30th of each calendar year.

Section 3. Responsibilities.

A) Of the Host County:

The Host County Shall:

(1) Have an established and operational hazardous waste collection center and must have a licensed, insured private hazardous waste management company under contract, hereinafter referred to as "Contractor", that will be responsible for collecting hazardous waste and assuring the delivery of that waste to an approved recycling, storage, treatment, or disposal facility.

(2) Assign a project manager to work with the Agency to establish a site in Union County for a mobile hazardous waste collection event. The hazardous waste collection event will be free to the households of Union County and will be offered at a reduced fee to conditionally exempt small quantity generators for the collection and proper management of their waste.

(3) Assist the Agency in publicizing and advertising the waste collection event.

(4) Assign the project manager to be on site during the Agency's collection event in Union County.

(5) Provide the Agency with copies of all paperwork from its

Contractor associated with the Agency's collection event in Union County, including the Contractor's final invoice for services and hazardous waste shipping manifest forms. The neighboring county and agency shall assist the host county in overseeing the paperwork associated with the collection costs, including but not limited to fixed costs, ie: advertising and tent rental fees.

(6) Invoice and collect from the Agency the difference between the cost of the hazardous waste collection event in Union County and the amount paid by FDEP.

(7) Pay the Contractor for the Agency's hazardous waste collection event in Union County and pay all upfront costs associated with the Agency's hazardous waste collection in Union County.

B) Of the Agency:

The Agency shall perform the following tasks and ensure their completion:

(1) Establish the location(s) for a mobile hazardous waste collection event(s) in Union County that is (are) acceptable to the Host County and the Contractor under contract to the Host County.

(2) Work with the Host County to choose a mutually convenient date for the collection event to be held in Union County no later than June 30th of each calendar year.

(3) Remit payment to the Host County the difference between the cost of the hazardous waste collection event and the amount paid by FDEP to the Host County. Payment shall be made to the Host County within 30 days of receipt of the invoice from the Host County of all sums properly invoiced under the provisions of this paragraph in accordance with the provisions of Chapter 218, Part VII ("Florida Prompt Payment Act"), Florida Statutes.

Invoices shall be sent to:

Darrell O'Neal, Executive Director
New River Solid Waste Association
P.O. Box 647
Raiford, FL 32083

Payment shall be sent to:

Alachua County Board of County Commissioners
c/o Alachua County Environmental Protection Department

201 SE 2nd Avenue, Suite 201
Gainesville, FL 32601

(4) Designate a local project manager to work with the Host County to prepare and distribute public awareness information on proper hazardous waste management and publicize the hazardous waste collection event. This information should be distributed to the local media, schools, agricultural agents, and civic and service organizations.

(5) Send a representative to the hazardous waste collection event and assist the Host County in overseeing paperwork at the close of the event. The Agency will also manage all automotive batteries collected at the event.

(6) Provide the Contractor with the names and addresses of regulated small quantity generators of hazardous waste in Union County.

(7) Work with the Host County to advertise, promote, and organize a "milk-run" collection route service for regulated small quantity generators in order to obtain a reduced fee for proper disposal of their hazardous wastes at a permitted facility.

C) Of the Neighboring County:

The Neighboring County shall perform the following tasks and ensure their completion:

(1) Assist the Host County and the Agency in establishing location(s) for a mobile hazardous waste collection event(s) in Union County.

(2) Cooperate with the Host County in providing staffing, logistical support and assist with the distribution of advertising and publicity for the hazardous waste collection event(s).

(3) Work with the Host County and the Agency to choose a mutually convenient date for the collection event to be held no later than June 30th of each calendar year.

Section 4. Default and Termination. The failure of any party to comply with the provisions of this Agreement shall place that party in default. Prior to terminating this Agreement the non-defaulting party shall notify the defaulting party and all other parties in writing. Notification shall make specific reference to the provision which gave rise to the default and shall specify a reasonable period of time for the defaulting party to cure the default. In the event said default is not cured within the time provided, the Agreement with respect to the defaulting party may be terminated. The failure of any

party to exercise this right shall not be considered a waiver of such right in the event of any further default or non-compliance. In the event of termination, the defaulting party shall return any unexpended grant funds and shall comply with any requirements FDEP may impose.

This Agreement may be terminated by either party, with or without cause, upon giving 30 days prior written notice of termination.

Section 5. Modification. This Agreement may be modified at any time by mutual written agreement of the parties.

Section 6. Funds Availability. This Agreement is expressly conditioned upon the availability of funds lawfully appropriated and available for the purpose set out herein as determined in the sole discretion of the Host County. In the event funds to finance this Agreement become unavailable, the Host County may terminate this Agreement upon no less than twenty-four (24) hours' notice, written and delivered to the Agency. Said notice of termination shall be delivered by certified mail, return receipt requested, or in person with signed proof of delivery. The Host County shall be the sole and final authority as to the availability of funds.

Section 7. Indemnification. Each party shall be solely responsible for the negligent or wrongful acts of their employees and agents. Nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of §768.28, Florida Statutes.

Section 8. Severability. It is understood and agreed by the parties to this Agreement that if any of the provisions of this Agreement shall contravene, or be invalid under the laws of the State of Florida, such contravention or invalidity shall not invalidate the entire contract, but it shall be construed as if not containing the particular provision or provisions held to be invalid, and the rights and obligations of the parties shall be construed and enforced accordingly.

Section 9. Notices. Any notices required by this Agreement shall be sufficient if sent by the parties in the United States mail, postage paid; to the address noted below:

Host County: Chair
Alachua County Board of County Commissioners
P. O. Box 2877
Gainesville, FL 32602-2877

with a copy to: J.K. "Buddy" Irby
Clerk of the Circuit Court
P.O. Box 939
Gainesville, FL 32602
ATTN: Finance and Accounting

And to:

Office of Management and Budget
105 SE 1st Avenue, Suite 6
Gainesville, FL 32601
ATTN: Contracts

Neighboring County:

Chair
Union County Board of County Commissioners
15 NE 1st Street
Lake Butler, FL 32054

Agency:

New River Solid Waste Association
P.O. Box 647
Raiford, FL 32083

Section 10. Recording. The Host County and Neighboring County, upon execution of this Agreement, will record a copy of this Agreement in the public records of its County. Agency, upon execution, will record a copy of this Agreement in the public records of Union County. The Host County shall send a copy to the appropriate Project Manager at FDEP.


IN WITNESS WHEREOF, the parties hereto have caused this Interlocal Agreement to be executed on the day and year first above written.

ALACHUA COUNTY, FLORIDA

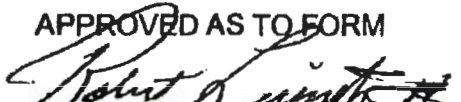
By:



Randall H. Reid
County Manager


Witness to Mr. Reid

APPROVED AS TO FORM


Alachua County Attorney's Office

Attest by:

Attest by:

Michelle L. H...

UNION COUNTY, FLORIDA

By:

Wayne Smith

Wayne Smith
Chair, Union County

NEW RIVER SOLID WASTE ASSOCIATION

By:

Darrell O'Neal

Darrell O'Neal, Executive Director
New River Solid Waste Association

Attest by Corporate Officer

Julie B. Combs

Name

NRSWA SECRETARY/TREASURER

Title

JULIE B. COMBS

Print Name