

**INTERLOCAL AGREEMENT BETWEEN ALACHUA COUNTY
AND HERNANDO COUNTY FOR RECYCLING PROCESSING**

This **Interlocal Agreement** is entered this ____ day of _____ 20____ between Alachua County, a charter county and political subdivision of Florida, by and through its Board of County Commissioners, hereinafter referred to as "Alachua," and Hernando County, a political subdivision of the State of Florida, acting by and through its Board of County Commissioners, hereinafter referred to as "Hernando." Collectively, Alachua and Hernando are hereinafter referred to as the "Parties."

WITNESSETH:

WHEREAS, pursuant to §403.706 and §403.7032, Florida Statutes, the Parties have the responsibility and power to provide for the operation of solid waste disposal facilities to meet the needs of all incorporated and unincorporated areas within their respective counties, including the responsibility of implementing recyclable materials recycling programs that are designed to recover recyclable materials from their respective solid waste streams prior to final disposal at a solid waste facility and to offer said materials for recycling; and

WHEREAS, Alachua operates a materials recovery facility ("MRF") at its Leveda Brown Environmental Park facility located in Alachua County, Florida, which processes and sells recyclable materials recovered from solid waste streams; and

WHEREAS, Hernando desires to have Alachua process and sell the recyclable materials recovered from Hernando's solid waste stream through Hernando's curbside and drop off recycling program, and

WHEREAS, Alachua and Hernando 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 Hernando County; and

NOW THEREFORE, in consideration of the premises set forth above and the mutual promises, covenants, duties and benefits set forth herein, and other valuable consideration, the receipt and sufficiency of are hereby conclusively acknowledged, the Parties do agree as follows:

1. Term.

After execution by the Parties, this Interlocal Agreement shall commence and become effective upon filing as provided in paragraph 21, below, and continue for a term of three (3) years, unless earlier terminated as provided herein. The Parties have the option to extend the Term of this Interlocal Agreement for additional one-year periods under the same terms and conditions. All extensions shall be in writing, signed by both Alachua and Hernando, and filed as provided in paragraph 21, below.

2. Duties of Hernando.

21. Hernando shall have and perform the duties as detailed in **Attachment "A"**, Duties of Hernando.

3. Duties of Alachua.

31. Alachua shall have and perform the duties as detailed in **Attachment "B"**, Duties of Alachua.

4. Payment.

41. Hernando shall pay Alachua a recycling processing fee calculated monthly on a sliding scale per ton basis based on the blended total rate for commodity sales from the previous month. Outlined below is an example of Sliding Scale Tipping Fee using blended average from all tons sold from Alachua's MRF. The sliding processing rate will remain the same throughout the term of this Interlocal Agreement unless both Alachua and Hernando agree to amend this Interlocal Agreement.

Fee Schedule for Recycling

Blended Average of Market Pricing	Tip Fee Per Ton
\$50-\$59.99	\$50.00
\$60-\$69.99	\$40.00
\$70-\$99.99	\$35.00
\$100-\$119.99	\$30.00
\$120-\$129.99	\$25.00
\$130-\$139.99	\$15.00
\$140-\$149.99	\$0.00
\$150-\$169.99	(\$10.00)
\$170-\$189.99	(\$20.00)
\$190<	(\$35.00)

42. All invoices shall be processed and paid in accordance with the provisions of Chapter 218, Part VII ("Local Government Prompt Payment Act"), Florida Statutes.

43. Payments shall be made to the following address:
Alachua County Solid Waste and Resource
Recovery Department Attn: Patrick Irby, Acting
Director
5620 N.W. 120th Lane
Gainesville, Florida 32653

- 4.4 For electronic payments, contact the Alachua County Finance and Accounting Department at 352-374-3605 to establish an account.

5. Notice.

Except as otherwise provided in this Interlocal Agreement, any notice of default or termination from either party to the other party must be in writing and sent by certified mail, return receipt requested, or by personal delivery with receipt. For purposes of all notices, the representatives of Alachua and Hernando are:

For Alachua County: County Manager
12 S.E. 1st Street
Gainesville, FL
32601

A copy of any notice, request, or approval to Alachua must also be sent to:

J.K. "Jess" Irby, Esq.
12 SE 1st Street
Gainesville, FL 32601
Attn: Finance and Accounting

and

Procurement Division
12 SE 1st Street
Gainesville, FL 32601
Attn: Contracts

For Hernando County: County Administrator
20 N. Main Street Rm 263
Brooksville, FL 34601

A copy of any notice, request, or approval to Hernando must also be sent to:

Solid Waste & Recycling
14450 Landfill Road
Brooksville, Florida 34614

6. Default and Termination.

61. The failure of either party to comply with any provision of this Agreement will place that party in default. The party claiming default will notify other party in writing. This notification will make specific reference to the provision which gave rise to the default. The defaulting party will have (7) days to cure the default or to submit a plan to cure acceptable to the other party. Alachua County's Solid Waste and Resource Recovery Director is authorized to provide written notice of default on behalf of Alachua, and if the default situation is not corrected within the allotted time, the County Manager is authorized to provide final termination notice on behalf of Alachua to Hernando. The Hernando County's Utilities Director is authorized to provide written notice of default on behalf of Hernando, and if the default situation is not corrected within the allotted time the County Administrator is authorized to provide notice of termination on behalf of Hernando to Alachua.
62. Either party may also terminate this Interlocal Agreement without cause by providing no less than one hundred eighty (180) days written notice to the other party (hereinafter, "Termination for Convenience"). The County Manager is authorized to provide written notice of termination on behalf of Alachua and the County

Administrator is authorized to provide written notice of termination on behalf of Hernando. After such notice, the Counties will discontinue all services and either party's recovery against the other shall be limited to that portion of the Agreement amount earned through the date of termination, but neither party shall be entitled to any other or further recovery against the other, including, but not limited to damages, consequential or special damages, or any anticipated fees or profit.

7. Project Records.

- 7.1. All records relating in any manner whatsoever to this Interlocal Agreement that are in the possession of either party shall be made available to the other party for inspection and copying upon written request and shall be retained as required by Florida law and schedules published by the Florida Bureau of Archives and Records Management, or federal requirements, whichever shall be greater. Additionally, said records shall be made available, upon request by either party, to any state, federal, or other regulatory authorities and any such authority may review, inspect and copy such records, except for any records that are exempt from the Florida Public Records Act.

8. Sovereign Immunity.

- 8.1. The Parties intend to avail themselves of the benefits of §768.28 and §163.01(9)(a), Florida Statutes, and of other statutes and the common law governing sovereign immunity to the fullest extent possible. In accordance with §163.01(5)(o), Florida Statutes, therefore, one party shall not be jointly liable for the torts committed by the officers, employees, agents, representative or contractors of the other party. Each party shall be solely responsible for the negligent acts and omissions of its officers, employees, agents, representative and contractors, and then only to the extent of the limited waiver of sovereign immunity or limitation of liability specified in §768.28, Florida Statutes. Nothing in this Interlocal Agreement is intended to inure to the benefit of any third party for the purposes of allowing any claim that would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

9. Insurance.

- 9.1 In the event that Hernando County utilizes third party hauler to deliver recyclables during the execution of this Interlocal Agreement they shall ensure that the hauler procure and maintain insurance throughout the entire term of this Agreement of the types and in the minimum amount detailed in **Attachment "C"**. A current Certificate of Insurance (COI), showing coverage of the type and in the amounts required shall be provided to Alachua County prior to the hauler entering the MRF.

10. Assignment of Interest.

- 10.1. Neither party may assign, convey, pledge, sublet, transfer or otherwise dispose any interest in this Interlocal Agreement without prior written consent of the other party.

11. Successors and Assigns.

- 11.1. Alachua and Hernando each bind the other and their respective successors and assigns in all respects to all of the terms, conditions, covenants, and provisions of this Interlocal Agreement.

12. Third Party Beneficiaries.

- 12.1. This Interlocal Agreement does not create any relationship with, or any rights in favor of, any third party.

13. Severability.

- 13.1. If any provision of this Interlocal Agreement is declared void by a court of law, all other provisions will remain in full force and effect.

14. Non-Waiver.

- 14.1. The failure of any party to exercise any right in this Interlocal Agreement shall not be considered a waiver of such right.

15. Governing Law and Venue.

- 15.1. This Interlocal Agreement is governed and construed in accordance with the laws of the State of Florida. Sole and exclusive venue for all actions arising from or related to this Interlocal Agreement shall be in Alachua County.

16. Attachments.

- 16.1. All exhibits attached to this Interlocal Agreement are incorporated into and made part of this Interlocal Agreement by reference.

17. Amendments.

- 17.1. The Parties may amend this Interlocal Agreement only by mutual written agreement that is executed by both Parties and duly recorded in accordance with §163.01(11), Florida Statutes.

18. Captions and Section Headings.

- 18.1. Captions and section headings used herein are for convenience only and shall not be used in construing this Interlocal Agreement.

19. Construction.

- 19.1. This Interlocal Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by one of the Parties. It is recognized that both Parties have substantially contributed to the preparation of this Interlocal Agreement.

20. Counterpart.

- 20.1. This Interlocal Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute but one and the same instrument.

21. Recording of Interlocal Agreement and Amendments.

- 21.1. Upon execution by the Parties hereto, Alachua shall file a copy of this Interlocal Agreement with the clerk of the circuit court in and for Alachua County, Florida and Hernando shall file a copy of this Interlocal Agreement with the clerk of the circuit court in and for Hernando County, Florida. All subsequent amendments to this Interlocal Agreement, if any, shall be filed with the clerk of court for each respective county.

22. Entire Agreement.

- 22.1. This Interlocal Agreement constitutes the entire agreement and supersedes all prior written or oral agreements, understandings, or representations.

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IN WITNESS WHEREOF, the Parties have caused this Interlocal Agreement to be approved by their respective Board of County Commissioners and to be executed and delivered on the day and year first above written.

ALACHUA COUNTY, FLORIDA

HERNANDO COUNTY, FLORIDA

By: _____

By: 

Name: _____

Name: Jeff Holcomb

Title: _____

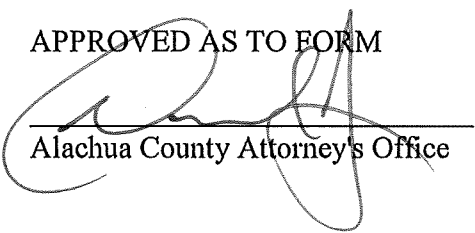
Title: Chairman

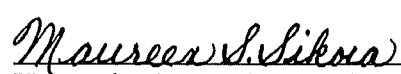
Date: _____

Date: 9-24-2019

APPROVED AS TO FORM

APPROVED AS TO FORM


Alachua County Attorney's Office


Hernando County Attorney's Office

ATTEST:

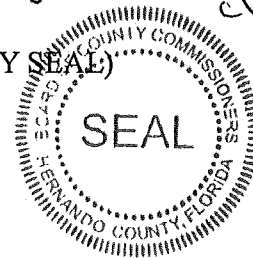
ATTEST:

CLERK: _____

CLERK: Susan Burns, Deputy Clerk
for Douglas A. Chorvat, Jr.
clerk of court

(COUNTY SEAL)

(COUNTY SEAL)



ATTACHMENT A: Duties of Hernando

1. Duties of Hernando.

Hernando shall have and perform the following duties, obligations, and responsibilities to Alachua County:

2. Recyclables.

Hernando County Dual stream recycling collected curbside and at various drop off locations within Hernando County.

- 2.1. Hernando or Hernando's contracted hauler will deliver listed recyclable materials, as defined in Attachment B, Section 1.2.1, to Alachua's MRF located at 5115 NE 63 Avenue, Gainesville, Florida 32609 in open top trailers or walking floor trailers.
- 2.2. The materials delivered will contain less than 10% non-acceptable materials for recycling. Recyclable Composition Studies will be performed by Alachua County on a periodic basis.
- 2.3. Hernando may bale some material at their current location, the Northwest Waste Management Facility and, upon request, Alachua may assist with marketing the material.
- 2.4. There are no minimum or maximum guaranteed amounts.

ATTACHMENT B: Duties of Alachua

1. **Duties of Alachua.** Alachua shall have and perform the following duties, obligations, and responsibilities to Hernando:
 - 1.1. Approved Processing, Reuse and Disposal Methods - Hernando requires the recycling and reuse of the recyclable materials delivered under this Agreement. It is Alachua's sole responsibility to process, market, sell, deliver, reuse and/or dispose of the material delivered by Hernando to Alachua.
 - 1.2. Delivery and Acceptance - Alachua shall accept all recyclable materials delivered to the MRF by Hernando or Hernando's contracted hauler in compliance with subparagraph 1.2.1, below. Defined material will be delivered in vehicles that collect the material as a dual stream product, so that paper products and comingled containers are separated.
 - 1.2.1. Alachua shall accept the following recyclable materials:
 - 1.2.1.1. Comingled Containers up to two gallons in size - plastic bottles and jars (1-7), margarine tubs and yogurt cups; aluminum and metal cans, including empty aerosol cans;
 - 1.2.1.2. Paper Products - all newspapers, magazines, catalogs, telephone books, junk mail, office paper, brown paper bags, pasteboard and corrugated cardboard.
 - 1.3. Facility Hours - The MRF will be available to Hernando staff or Hernando's contracted haulers, Monday through Friday, 7:00 a.m. to 5:00 p.m. Alachua is not required to have the MRF available to receive deliveries on the following holidays: New Year's Day; Dr. Martin Luther King, Jr.'s birthday; Memorial Day; Independence Day; Thanksgiving; and Christmas Day. Alachua will provide reasonable access to the disposal site/facility by Hernando or Hernando's contracted hauler even during inclement weather.
 - 1.3.1. Alachua will allow Hernando staff to inspect the MRF and observe disposition of materials at any time during normal work hours.
 - 1.4. Measurement and Payment - Alachua shall utilize the certified platform truck scale located at the Alachua County's Leveda Brown Environmental Park transfer station for all inbound deliveries by Hernando and its contracted hauler and for all outbound deliveries of recyclable materials sold and all material to be disposed.
 - 1.4.1. Alachua shall charge Hernando a processing fee on a sliding scale per ton for all recyclable materials delivered to the processing facility by Hernando or its contracted hauler.
 - 1.4.2. Alachua shall receive recyclable materials delivered by Hernando or Hernando's contracted hauler monthly and charge a processing fee based upon the blended average sales of recyclable materials.

ATTACHMENT C: INSURANCE REQUIREMENTS

TYPE "A" INSURANCE REQUIREMENTS "ARTISAN CONTRACTORS / SERVICE CONTACTS"

The Contractor shall procure and maintain for the duration of this contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the contractor/vendor, his agents, representatives, employees or subcontractors.

COMMERCIAL GENERAL LIABILITY

Coverage must be afforded under a per occurrence form policy for limits not less than \$1,000,000 General Aggregate, \$1,000,000 Products / Completed Operations Aggregate, \$1,000,000 Personal and Advertising Injury Liability, \$1,000,000 each Occurrence, \$50,000 Fire Damage Liability and \$5,000 Medical Expense.

AUTOMOBILE LIABILITY

Coverage must be afforded including coverage for all Owned vehicles, Hired and Non-Owned vehicles for Bodily Injury and Property Damage of not less than \$1,000,000 combined single limit each accident.

WORKERS COMPENSATION AND EMPLOYER'S LIABILITY

Coverage to apply for all employees at STATUTORY Limits in compliance with applicable state and federal laws; if any operations are to be undertaken on or about navigable waters, coverage must be included for the USA Longshoremen & Harbor Workers Act.

Employer's Liability limits for not less than \$100,000 each accident; \$500,000 disease policy limit and \$100,000 disease each employee must be included.

BUILDER'S RISK / INSTALLATION FLOATERS (when applicable)

When this contract or agreement includes the construction of and/or the addition to a permanent structure or building; including the installation of machinery and/or equipment, the following insurance coverage must be afforded:

Coverage Form: Completed Value, All Risk in an amount equal to 100% of the value upon completion or value of equipment to be installed.

When applicable: Waiver of Occupancy Clause or Cessation of Insurance clause. Flood Insurance as available under the

National Flood Insurance Program.

EMPLOYEE FIDELITY COVERAGE (only applicable to vendors whose employees handle funds)

Employee Dishonesty coverage must be afforded for not less than \$500,000 Blanket all employees ISO Form

OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

I Commercial General Liability and Automobile Liability Coverages

a. The Alachua County Board of County Commissioners, its officials, employees and volunteers are to be covered as an Additional Insured as respects: Liability arising out of activities performed by or on behalf of the Contractor/Vendor; to include Products and/or Completed Operations of the Contractor/Vendor; Automobiles owned, leased, hired or borrowed by the Contractor.

b. The Contractor's insurance coverage shall be considered primary insurance as respects the County, its officials, employees and volunteers. Any insurance or self-insurance maintained by the County,

its officials, employees or volunteers shall be excess of Contractor/Vendor's insurance and shall be non-contributory.

II All Coverages

The Contractor/Vendor shall provide a Certificate of Insurance to the County with a notice of cancellation. The certificate shall indicate if cover is provided under a "claims made" or "per occurrence" form. If any cover is provided under claims made from the certificate will show a retroactive date, which should be the same date of the contract (original if contract is renewed) or prior.

SUBCONTRACTORS

The Contractor/Vendor shall be responsible for all subcontractors working on their behalf as a condition of this agreement. All subcontractors of the Contractor/Vendor shall be subject to the same coverage requirements stated herein.

CERTIFICATE HOLDER: **Alachua County Board of County Commissioners**

MAIL, EMAIL or FAX CERTIFICATES