

Grants & Contracts - Transmittal Memo

DATE: June 13, 2019

FROM: Purchasing Division, Contracts

TO: Patrick Irby

CONTRACT #: 11288

VENDOR: City of Gainesville

DESCRIPTION: #11288 City of Gainesville ILA for recycling processing

APPROVED BY: Board of County Commissioners

APPROVAL DATE: June 11, 2019

RECEIVED ON: June 13, 2019

TERM START: June 11, 2019

TERM END: September 30, 2019

AMOUNT: N/A

RFP/BID #:

GMW: N/A

POR #
(ENCUMBERANCE):

ACTIONS REQUIRED: Please forward a copy to the vendor & retain a copy for your files.



**INTERLOCAL AGREEMENT BETWEEN ALACHUA COUNTY
AND THE CITY OF GAINESVILLE FOR RECYCLING
PROCESSING**

This **Interlocal Agreement** is entered this 11th day of June 2019 between Alachua County, a charter county and political subdivision of Florida, by and through its Board of County Commissioners, hereinafter referred to as "Alachua County," and the City of Gainesville, Florida, hereinafter referred to as "Gainesville." Collectively, Alachua County and Gainesville are hereinafter referred to as the "Parties."

WITNESSETH:

WHEREAS, pursuant to §403.706 and §403.7032, Florida Statutes, Alachua County has 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 Alachua County, including the responsibility of implementing recyclable materials recycling programs that are designed to recover recyclable materials from the solid waste stream prior to final disposal at a solid waste facility and to offer said materials for recycling; and

WHEREAS, Alachua County 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, Gainesville desires to have Alachua County process and sell the recyclable materials recovered from Gainesville's solid waste stream through Gainesville's curbside recycling program; and

WHEREAS, Alachua County and Gainesville 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 the City of Gainesville.

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 20, below, and continue through September 30, 2019, 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 County and Gainesville, and filed as provided in paragraph 20, below.

2. Duties of Gainesville.

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

3. **Duties of Alachua County.**

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

4. **Payment.**

- 4.1. Gainesville shall pay Alachua County a recycling processing fee calculated monthly on a sliding scale per ton basis based on the blended total rate for commodity sales for the current month. Outlined below is an example of Sliding Scale Tipping Fee using blended average from all tons sold from Alachua County's MRF. The sliding processing rate will remain the same throughout the term of this Interlocal Agreement unless both Alachua County and Gainesville 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 ("Florida Prompt Payment Act"), Florida Statutes.

43. Payments shall be made to the following address:
Alachua County Solid Waste and Resource
Recovery Department Attn: Solid Waste
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 County and Gainesville are:

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

A copy of any notice, request, or approval to Alachua County 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 City of Gainesville: City Manager
P.O. Box 490, Station 6
Gainesville, FL 32627

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 County, 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 County to Gainesville. Gainesville's Solid Waste Manager is authorized to provide written notice of default on behalf of Gainesville, and if the default situation is not corrected within the allotted time the City Manager is authorized to provide notice of termination on behalf of Gainesville to Alachua County.
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 County and the City Manager is authorized to provide written notice of termination on behalf of Gainesville. After such notice, the Parties 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 Gainesville 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 County and Gainesville 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.

- 15.1. 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.

- 16.1. 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.

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

22. Entire Agreement.

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

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

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

ALACHUA COUNTY, FLORIDA

By: Charles S. Christman
Name: Charles S. Christman
Title: Chair
Date: 6/11/19

APPROVED AS TO FORM

[Signature]
Alachua County Attorney's Office

ATTEST:

CLERK: [Signature]

(COUNTY SEAL)

CITY OF GAINESVILLE, FLORIDA

By: Deborah Samè
Name: Deborah Samè
Title: Interim City Manager
Date: 5/31/19

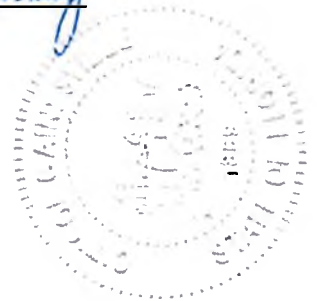
APPROVED AS TO FORM

[Signature]
City of Gainesville Attorney's Office

ATTEST:

CLERK: [Signature]

(COUNTY SEAL)



ATTACHMENT A: Duties of Gainesville

1. Duties of Gainesville.

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

1.1. Recyclables.

Gainesville shall continue its program of dual stream recycling collected curbside within the City of Gainesville.

- Gainesville or Gainesville's contracted hauler will deliver listed recyclable materials, as defined in Attachment B, Section 1.2.1, to Alachua County's MRF located at 5115 NE 63rd Ave, Gainesville, FL.
- 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.
- There are no minimum or maximum guaranteed amounts.

ATTACHMENT B: Duties of Alachua County

1. **Duties of Alachua County.** Alachua County shall have and perform the following duties, obligations, and responsibilities to Gainesville:

1.1. **Approved Processing, Reuse and Disposal Methods** - Gainesville requires the recycling and reuse of the recyclable materials delivered under this Agreement. It is Alachua County's sole responsibility to process, market, sell, deliver, reuse and/or dispose of the material delivered by Gainesville to Alachua County.

1.2. **Delivery and Acceptance** - Alachua County shall accept all recyclable materials delivered to the MRF by Gainesville or Gainesville'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 County 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, and gable top and aseptic packaging;

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 Gainesville staff or Gainesville's contracted haulers, Monday through Friday, 7:00 a.m. to 5:00 p.m. Alachua County 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 County will provide reasonable access to the disposal site/facility by Gainesville or Gainesville's contracted hauler even during inclement weather.

1.3.1. Alachua County will allow Gainesville staff to inspect the MRF and observe disposition of materials at any time during normal work hours.

1.4. **Measurement and Payment** - Alachua County shall utilize the certified platform truck scale located at the Alachua County County's Leveda Brown Environmental Park transfer station for all inbound deliveries by Gainesville and its contracted hauler and for all outbound deliveries of recyclable materials sold and all material to be disposed.

1.4.1. Alachua County shall charge Gainesville a processing fee on a sliding scale per ton for all recyclable materials delivered to the processing facility by Gainesville or its contracted hauler.

1.4.2. Alachua County shall receive recyclable materials delivered by Gainesville or Gainesville's contracted hauler monthly and charge a processing fee based upon the blended average sales of recyclable materials.

ATTACHMENT C: INSURANCE REQUIRMENTS

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



Agenda

ALACHUA COUNTY BOARD OF COUNTY COMMISSIONERS

June 11, 2019 BoCC Agenda

Agenda Item #45.

Agenda Item Name:

Interlocal Agreement between Alachua County and the City of Gainesville for Recycling Processing

Presenter:

Patrick Irby

Item Description:

Interlocal Agreement between Alachua County and the City of Gainesville for Recycling Processing

Recommended Action:

Approve agreement and authorize chair to sign

Prior Board Motions

A previous Interlocal Agreement between the City of Gainesville and Alachua County for Recycling Processing was first approved on February 14, 2017. This agreement has expired.

Fiscal Consideration:

During fiscal year 2018, the Material Recovery Facility (MRF) division of Solid Waste and Resource Recovery received in just over \$2.4 million in recycling revenue of which approximately 51% of the material came from the City of Gainesville and 49% from the County. With approximately half of the recycling material coming from the City of Gainesville, contracting with the City to bring their recyclables helps the MRF operate more efficiently due to economies of scale.

Background:

The operation of the materials recovery facility located at the Leveda Brown Environmental Park was taken over by the County in 2014. For an operation like this, the processing costs per ton are dramatically affected by the volume of throughput. By having the City of Gainesville commit to deliver all of their residential recyclable material to the County's facility, the County is able to better project their processing costs per ton and establish competitive rates in the fee schedule.

Manager's Talking Points

May 28, 2019

Talking Points for the Manager:

- Interlocal Agreement between Alachua County and the City of Gainesville for Recycling Processing
- Securing reliable streams of recyclables help County better project processing costs per ton and establish competitive rates on the fee schedule
- Rates in this interlocal agreement match the rates put forth for fee schedule update