

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

This agreement is entered into this 14th day of February, 2016, between Alachua County, a charter county and political subdivision of Florida, by and through its Board of County Commissioners, hereinafter referred to as "County," and the City of Gainesville, Florida, hereinafter referred to as "Agency."

WITNESSETH:

WHEREAS, the 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

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereto do mutually agree as follows:

1. **Term.** This Agreement is effective and the term shall commence upon recording of the Agreement as provided herein and continue through September 30, 2018, unless earlier terminated as provided herein. The parties have the option at the end of the initial contract term to extend the agreement for additional one-year periods under the same terms and conditions. All extensions shall be in writing and signed by both the County and the Agency.
2. **Duties of the Agency.**
 - 2.1. The Agency shall have and perform the duties and services to the County as detailed in Attachment "A", Scope of Services.
3. **Duties of the County.**
 - 3.1. The County shall have the perform duties as detailed in Attachment "B".
4. **Payment.**
 - 4.1. The Agency shall pay the County 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 the Materials Recovery Facility. The sliding processing rate will remain the same through September 30, 2018, unless both the County and the Agency agree to amend the Agreement.

<u>Total Blended Monthly Sales Total</u>	<u>Tip Fee per ton</u>
\$60-\$69.99	\$75
\$70-\$79.99	\$60
\$80-\$89.99	\$45
\$90-\$99.99	\$30
\$100-\$109.99	\$20
\$110-\$119.99	\$10
\$120-\$129.99	-\$5
Greater than \$130	-\$10

4.2. Payments of all sums properly invoiced under the provisions of this paragraph shall be made, in accordance with the provisions of Chapter 218, Part VII (“Florida Prompt Payment Act”), Florida Statutes.

4.3. Payments shall be made to the following address:

Alachua County Solid Waste and Resource Recovery Department
 Attn: Sally Palmi, Director
 5620 N.W. 120th Lane
 Gainesville, Florida 32653

5. **Notice** – Except as otherwise provided in this 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 the County and the Agency are:

County: County Manager
 12 S.E. 1st Street
 Gainesville, Florida 32601

Agency: City Manager
 P.O. Box 490
 Station 6
 Gainesville, Florida 32627

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

J. K. Irby
 12 S.E. 1st Street
 Gainesville, Florida 32601
 ATTN: Finance and Accounting

And to

Procurement Division
 12 S.E. 1st Street
 Gainesville, Florida 32601
 Attn: Contracts

6. Default and Termination.

- 6.1. The failure of the either party to comply with any provision of this Agreement will place that in default. Prior to terminating the Agreement, 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. The Solid Waste and Resource Recovery Director is authorized to provide written notice of default on behalf of the 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 the County to the Agency. The Solid Waste Manager is authorized to provide notice of default on behalf of the Agency and the City Manager is authorized to provide notice of termination on behalf of the Agency.
- 6.2. Either party may also terminate the Agreement without cause by providing written notice to the other party. The Solid Waste and Resource Recovery Director is authorized to provide written notice of termination on behalf of the County and the Solid Waste Manager is authorized to provide written notice of termination on behalf of the Agency. Upon such notice, the parties will immediately, or as provided in the Notice, discontinue all services. In the event of such termination for convenience, 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 on portions of the work not performed.
- 6.3. If funds to finance this Agreement become unavailable, either party may terminate the Agreement with no less than twenty-four hours notice in writing to the other party. The County and Agency will be the final authority as to the availability of funds respectively. The County or Agency will pay for all work completed prior to any notice of termination as applicable.

7. Project Records.

- 7.1. **Project Records.** All records relating in any manner whatsoever to the project, which are in the possession 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 Statutes after the completion of all work to be performed; or as required by Chapter 119, Florida Statutes (Public Records Act) 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 as considered

confidential under Chapter 119, Florida Statutes.

8. Liability.

- 8.1. 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, the limits of liability or any other provisions of §768.28, Florida Statutes.
- 8.2. Agency shall provide evidence to the other that it has in place a program of self-insurance pursuant to Florida Statutes Sections 111.072, 136.091 and 768.28. That the self-insurance program provides coverage for claims which emanate from Automobile Physical Damage and Public Liability incidents arising from Automobile Liability (both Bodily Injury and Property Damage), Commercial General Liability, and Workers' Compensation with a limit of liability not to exceed \$300,000 per accident.
- 8.3. If Agency is not self-insured, as provided above, it shall procure and maintain for the duration of the Agreement 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 entity, his agents, representatives, employees or subcontractors in the type and of tea amounts required in Attachment "C".

9. Assignment of Interest.

- 9.1. For all assignments, neither party will assign, convey, pledge, sublet, transfer or otherwise dispose any interest in this Agreement and shall not transfer any interest in same without prior written consent of the other party.

10. Successors and Assigns.

- 10.1. The County and Agency each bind the other and their respective successors and assigns in all respects to all of the terms, conditions, covenants, and provisions of this Agreement.

11. Independent Contractor.

- 11.1. In the performance of this Agreement, the Agency is acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venturer, or associate of the County. The Agency is solely responsible for the means, method, technique, sequence, and procedure utilized by the Contractor in the full performance of the Agreement.

12. Conflict of Interest.

- 12.1. The Agency warrants that it nor any of its employees have any financial or personal

interest that conflicts with the execution of this Agreement. The Agency shall notify the County of any conflict of interest due to any other clients, contracts, or property interests.

13. Third Party Beneficiaries.

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

14. Severability.

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

15. Non Waiver.

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

16. Governing Law and Venue.

16.1. This Agreement is governed in accordance with the laws of the State of Florida. Venue shall be in Alachua County.

17. Attachments.

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

18. Amendments.

18.1. The parties may amend this Agreement only by mutual written agreement of the parties.

19. Captions and Section Headings.

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

20. Construction.

20.1. This 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 Agreement.

21. Counterpart.

21.1. This Agreement may be executed in any number of and by the different parties hereto on separate counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument.

22. Recording of Agreement.

22.1. Upon execution by the parties hereto, the County shall record this Agreement in the Official Records of Alachua County.

23. Entire Agreement.


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


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IN WITNESS WHEREOF, the parties have caused this Agreement to be executed for the uses and purposes therein expressed on the day and year first above-written.

ALACHUA COUNTY, FLORIDA

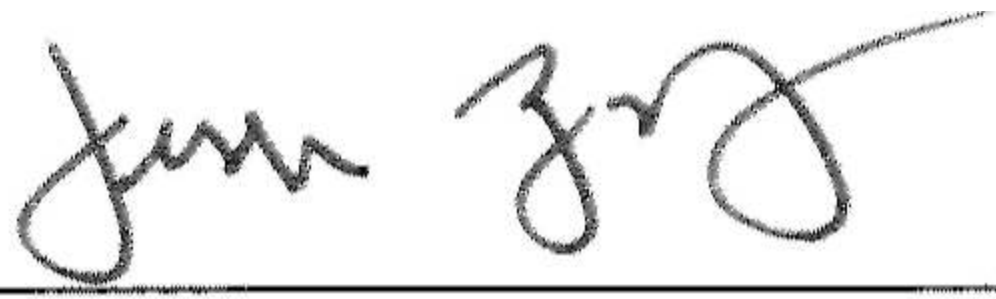
AGENCY

By: 
Name: Ken Conell
Title: Chair
Date: 2/15/17

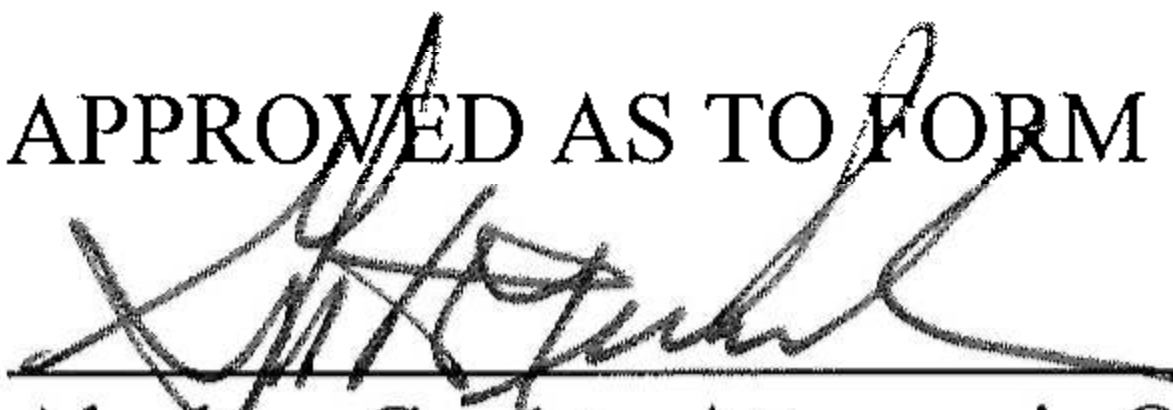
By: 
Name: FREDERICK J. MURRY
Title: Atty City Mgr
Date: _____

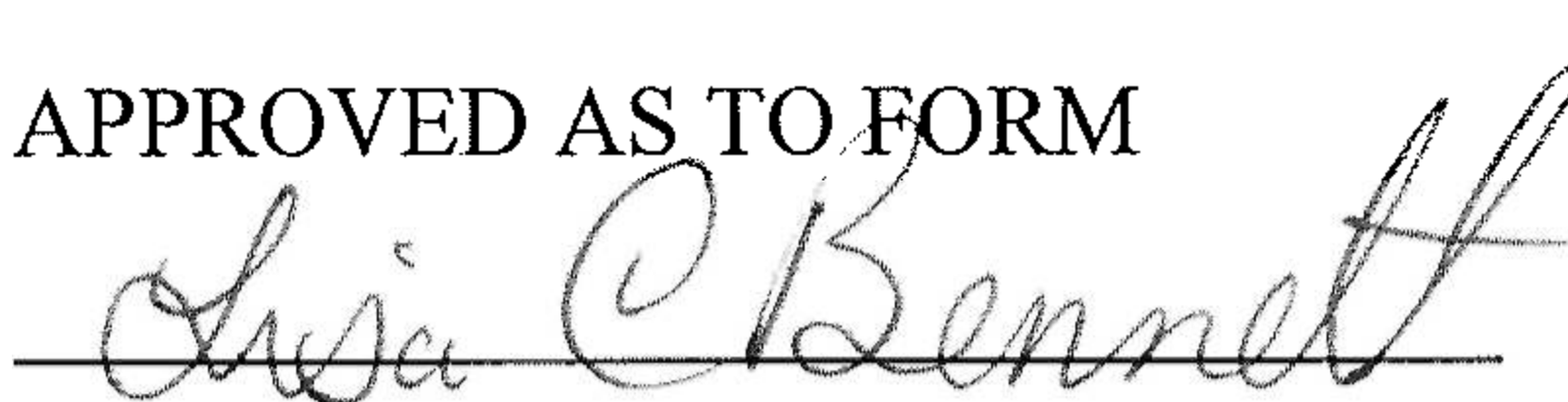
ATTEST

ATTEST


J. K. Irby, Clerk (SEAL)



APPROVED AS TO FORM

Alachua County Attorney's Office

APPROVED AS TO FORM


ATTACHMENT A: Duties of the Agency

1. **Duties of the Agency.** The Agency shall have and perform the following duties, obligations, and responsibilities to the Agency:
 - 1.1. The Agency and its waste haulers will deliver listed recyclable materials as defined above in compartmentalized vehicles as described in Section 2.2.
 - 1.2. The materials delivered will contain less than 5% non-acceptable materials for recycling.

ATTACHMENT B: Duties of the County

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

1.1. Approved Processing, Reuse and Disposal Methods – The Agency requires the recycling and reuse of the recyclable materials delivered under this Agreement. It is the County's sole responsibility to process, market, sell, deliver, reuse and/or dispose of the material. The methods selected by the County for the processing, reuse and/or disposal shall be defined clearly and approved by the Agency.

1.2. Delivery and Acceptance – The County shall accept all recyclable materials delivered to the processing facility by the Agency or its waste haulers. Defined material will be collected in vehicles with two compartments, at minimum, so that paper products and comingled containers are separated. County shall accept like recyclable materials from the Agency and the other municipalities within Alachua County and their waste haulers.

1.2.1. The County shall accept the following recyclable materials:

1.2.1.1. Comingled Containers up to two gallons in size – glass and 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.

1.2.2. The Agency reserves the option to increase/decrease quantities of recyclable materials delivered to the facility and makes no guarantees of quantities to be delivered.

1.3. Facility Hours – The processing facility will be available to the Agency staff or haulers contracted by the Agency, Monday through Friday, 7:00 a.m. to 5:00 p.m. The facility need not be available on the following holidays: New Year's Day, Dr. Martin Luther King, Jr. birthday, Memorial Day, Independence Day, Thanksgiving, and Christmas Day. The County will provide reasonable, safe and timely access to the disposal site/facility by Agency or contracted haulers inclement and inclement weather.

1.3.1. The County will allow Agency staff to inspect facilities and observe disposition of materials at any time during normal work hours.

1.4. Measurement and Payment – The County shall utilize the certified platform truck scale located at the City's transfer station for all inbound deliveries by the Agency

and its waste haulers and for all outbound deliveries of recyclable materials sold and all material to be disposed.

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

1.4.2. The County shall receive recyclable materials delivered by the Agency or its contracted haulers monthly and charge a processing fee based upon the blended average sales of recyclable materials.

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.

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

- a. The Contractor/Vendor shall provide a Certificate of Insurance to the County with a Ten (10) day notice of cancellation for non-payment of premium and a Thirty (30) day notice of cancellation/non-renewal for all other causes. The certificate shall indicate if cover is provided under a "claims made" or "per occurrence" form. If any cover is provided under claims made

form the certificate will show a retroactive date, which should be the same date of the contract (original if contact 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 TO:

Risk Management
12 SE 1st Street, 3rd Floor
Gainesville, FL 32601
dryon@alachuacounty.us
Phone: 352-374-5297
Fax: 352-381-0168
Attn: Darlene Ryon



Agenda

10193

**ALACHUA COUNTY
BOARD OF COUNTY COMMISSIONERS**

**Jack Durrance Auditorium
Second Floor
12 SE 1st Street
9:00AM**

February 14, 2017 BoCC Regular Meeting 9:00AM

Agenda Item #43.

Agenda Item Name:

Interlocal agreement with City of Gainesville for processing recyclable materials

Item Description:

Alachua County operates a materials recovery facility, located at the Leveda Brown Environmental Park. This operation is for the processing of recyclable material generated in Alachua County and the region. The County received ownership of this facility in December 2014, from a private company, SP Recycling. At that time, the County assumed an agreement that the City of Gainesville held with SP Recycling. This agreement had a term which ran through September, 2016. This Interlocal will provide for the City to utilize the services provided by the County for the processing, reuse, marketing, selling and or disposal of all materials delivered by the City to the County materials recovery facility. The County shall charge a processing fee on a sliding scale per ton based on blended average sales of recyclable materials. This Interlocal agreement is for a term through 2018.

Recommended Action:

Approve the Interlocal agreement between Alachua County and the City of Gainesville.

Prior Board Motions

N/A

Fiscal Consideration:

Previously City of Gainesville paid \$45/ton for processing of recyclables and participated in a revenue share with the County. Interlocal changes to where the City pays a sliding scale tipping fee and no revenue share. The net fiscal effect of this change is expected to be minimal with a simplifying of monthly billing.

Estimated budgeted revenue using three month market average: \$163,087

Background:

Alachua County operates a materials recovery facility, located at the Leveda Brown Environmental Park. This operation is for the processing of recyclable material generated in Alachua County and the region. The County received ownership of this facility in December 2014, from a private company, SP Recycling. At that time, the County assumed an agreement that the City of Gainesville held with SP Recycling. This agreement had a term which ran through September, 2016. This Interlocal will provide for the City to utilize the services provided by the County for the processing, reuse, marketing, selling and or disposal of all materials delivered by the City to the County materials recovery facility. The former agreement between the City and SP Recycling included a processing fee of \$45/ton and revenue share on the sale of the recyclables. During the past few years, markets for the sale of recyclable material have continued to drop and the old fee structure is not sufficient to manage the costs of operating the facility. The new fee structure, allows the County to recover costs, reduce the processing fees and adjust these fees based on the current market value of the recycling commodities. These fees are analyzed annually as part of our fee schedule analysis.