

TAYLOR COUNTY FLORIDA ANNIE MAE MURPHY
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INTERLOCAL AGREEMENT FOR SOLID WASTE DISPOSAL

THIS INTERLOCAL AGREEMENT, made and entered into this
1st day of Oct., A.D., 2013, by and between Lafayette County, a political subdivision of
the State of Florida, hereinafter referred to as the "County", and the Aucilla Area Solid Waste
Administration, hereinafter referred to as "Aucilla";

WITNESSETH:

WHEREAS, Section 163.01, *Florida Statutes*, known as the "Florida
Intergovernmental Cooperation Act of 1969", authorizes local governments to enter into
agreements with each other to provide services and facilities that meet the needs of local communi-
ties; and,

WHEREAS, the Aucilla is a governmental entity established through an interlocal
agreement by Madison, Taylor, Dixie and Jefferson counties for the purpose of providing solid
waste management services to those counties; and,

WHEREAS, Aucilla operates a Class I and Class III solid waste disposal facility; and,

WHEREAS, the parties to this agreement desire to enter into an interlocal agreement
to provide for the disposal of, and reservation of capacity for, all Class I and Class III solid waste
processed through the Lafayette County for disposal at Aucilla; and,

WHEREAS, the purposes of this agreement are to provide the citizens of Lafayette County
environmentally responsible solid waste disposal services and provide to the extent permitted by law
solid waste generated in Lafayette County to Aucilla for disposal in the Aucilla Landfill;

NOW, THEREFORE, in consideration of the mutual covenants and promises
hereinafter set forth, and other good and valuable consideration, the County and Aucilla do hereby
agree as follows:

Article I.

Definitions

For the purpose of this Interlocal Agreement, hereinafter referred to as the "agreement",
the definitions contained in this article shall apply unless otherwise specifically stated. If a word or

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phrase is not defined in this article, the definition of such word or phrase contained in *Florida Statutes* shall control. When not inconsistent with the context, words used in the present tense include the future, words in the plural include the singular, and words in the singular include the plural. Use of the masculine gender shall include the feminine gender. The word "shall" is always mandatory and not merely discretionary.

"Acceptable waste" means that portion of the solid waste that may be disposed of lawfully in a Class I and/or Class III landfill.

"All other users of Aucilla" means all users of Aucilla except "member counties" as defined herein.

"Board" means the Board of County Commissioners of Lafayette County, Florida.

"Class I Solid Waste Disposal Facility" means a Class I landfill so classified and permitted under Rule 62.701.340 (3) (a) and (c) , *Florida Administrative Code*, or any successor rule or amendment thereto.

"Class III Waste" means yard trash, construction and demolition debris, processed tires, asbestos, carpet, cardboard, paper, glass, plastic, furniture other than appliances, or other materials approved by the Department, that are not expected to produce leachate that poses a threat to public health or the environment.

"Construction and demolition debris" means discarded materials generally considered to be not water-soluble and non-hazardous in nature, including, but not limited to, steel, glass, brick, concrete, asphalt roofing material, pipe, gypsum wallboard, and lumber, from the construction or destruction of a structure as part of a construction or demolition project or from the renovation of a structure, and including rocks, soils, tree remains, trees, and other vegetative matter that normally results from land clearing or land development operations for a construction project, including such debris from construction of structures at a site remote from the construction or demolition project site. Mixing construction and demolition debris with other types of solid waste will cause it to be classified as other than construction and demolition debris. The term also includes clean cardboard, paper, plastic, wood, and metal scraps from a construction project; and *de minimus* amounts of other non-

hazardous wastes that are generated at construction or destruction projects, provided such amounts are consistent with best management practices of the industry.

"Aucilla" means the Aucilla Solid Waste Administration.

"County" means Lafayette County, Florida.

"Hazardous waste" means a solid waste identified by the Florida Department of Environmental Protection or the United States Environmental Protection Agency as a hazardous waste pursuant to Chapter 62-730, *Florida Administrative Code*; the Resource Conservation and Recover Act, 41 U.S.C. 6901, et seq., as amended; the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. 9601, et seq., as amended; or other applicable laws.

"Member County" or "Member Counties" means Jefferson, Madison, Taylor and Dixie Counties.

"Prohibited wastes" means those waste materials that are prohibited at the Aucilla Landfill, including hazardous waste, asbestos, biomedical wastes, biological waste, radioactive waste, sludge and liquid wastes.

"Recovered materials" means metal, paper, glass, plastic, textile, or rubber materials that have known recycling potential, can be feasibly recycled, and have been diverted and source-separated or have been removed from the solid waste stream for sale, use, or reuse as raw material, whether or not the materials require subsequent processing or separation from each other, but does not include materials destined for any use that constitutes disposal. Recovered materials as defined herein are not solid waste.

"Recycling" means any process by which solid waste, or material that would otherwise become solid waste, are collected, separated, or processed and reused or returned to use in the form of raw materials or products.

"Refuse" means both rubbish and garbage or a combination or mixture of rubbish and garbage, including paper, glass, metal and other discarded matter, excluding recyclable materials and yard trash.

"Rubbish" means waste material other than garbage, usually attendant to domestic households or housekeeping, and attendant to the operation of stores, offices and other business places. Rubbish shall include, but is not limited to, paper, magazines, packaging, receptacles, textiles, excelsior, bottles, cans, and ceramic materials.

"Sludge" means and includes the accumulated solids, residues, and precipitates generated as a result of waste treatment or processing, including wastewater treatment, water supply treatment, or operation of an air pollution control facility, and mixed liquids and solids pumped from septic tanks, grease traps, privies, or similar waste disposal appurtenances.

"Solid waste" means sludge unregulated under the federal Clean Water Act or Clean Air Act, sludge or garbage, rubbish, refuse, special wastes, or other discarded material, including solid, liquid, semisolid, or contained gaseous material resulting from domestic, industrial, commercial, mining, agricultural, or governmental operations. Recovered materials defined herein, are not solid waste.

"Solid waste system" means all programs required to be operated by Aucilla to provide a quality level of disposal and management of solid waste.

"Special wastes" means solid wastes that can require special handling and management, including, but not limited to, asbestos, white goods, waste tires, used oil, lead-acid batteries, construction and demolition debris, ash residue, yard trash, and biological wastes.

"Ton" means two thousand (2,000) pounds.

"Unacceptable waste" means sludge; hazardous waste; infectious waste; and biological wastes.

"White goods" means and includes inoperative and discarded refrigerators, ranges, water heaters, freezers, room air conditioner, and other similar domestic and commercial large appliances.

"Yard trash" means any plant material resulting from landscaping maintenance and land-clearing operations, and includes, but is not limited to, materials such as tree and shrub trimmings, grass clippings, palm fronds, trees, and tree stumps.

Article II.

County Obligations

1. To the extent allowed by law, throughout the term of this agreement, the County shall deliver all acceptable waste within its lawful control to the Aucilla for disposal. The County reserves the right to divert any and all solid waste to any facility for the purpose of recycling, removing recovered materials, removing organic materials, or composting.

2. The County shall use its best effort to ensure that all solid waste delivered to Aucilla shall conform to all applicable federal, state, and local laws, regulations, rules, and orders relating at any time to the transportation and disposal of solid waste and that no solid waste will be delivered that has not been previously permitted in a Class I or Class III facility under the regulations promulgated by the State of Florida Department of Environmental Protection as set forth in Chapter 62-701, *Florida Administrative Code*. If unacceptable waste is delivered to the Aucilla, the County will remove the unacceptable waste, or pay Aucilla to remove it, provided Aucilla identifies and segregates the waste before it is incorporated into and compacted into the working face in the disposal area.

3. The County shall pay Aucilla for disposal services in accordance with the payment procedures set forth in Article IV below.

4. Aucilla shall be responsible for determining the weight of acceptable waste delivered to Aucilla. The weight of acceptable waste to be accounted for during a reporting period shall be determined by utilizing Aucilla's automated data collection system at Aucilla's scale. Aucilla will use its automated data collection system to produce a monthly report that summarizes the relevant data.

5. The County is responsible for spills and emergencies that occur en route to Aucilla.

6. The County agrees to conform to reasonable rules and regulations promulgated by Aucilla concerning the operation of Aucilla, the conduct of drivers and other person on the landfill site, and any other matters necessary for the safe, legal and efficient operation of the solid waste facility including, but not limited to, speed limits, the wearing of hard hats by all persons on the landfill site, and the order of admittance of vehicles arriving at the landfill site.

7. The County agrees that Aucilla shall have the right to refuse to accept any solid waste that does not conform to the requirements of this agreement, the conditions of the Aucilla Landfill permit, or to any applicable law or regulation, even if only part of a waste load is unacceptable.

8. The County shall be responsible for and shall pay Aucilla for any and all expenses, including cleanup expenses and fines incurred by Aucilla as the result of the County's delivery of prohibited wastes to Aucilla; provided, however, the County's obligation under this paragraph applies only to prohibited waste identified by Aucilla prior to the prohibited waste being incorporated and compacted into the working face in the disposal area.

Article III.

Aucilla's Obligations

1. Aucilla shall accept for disposal at the Aucilla Landfill all solid waste delivered there by the County and suitable for disposal in a Class I and a Class III permitted landfill.

2. Aucilla shall obtain and maintain all applicable local, state and federal permits to operate a Class I landfill capable of disposing of a daily maximum of five hundred (500) tons of solid waste per day and a Class III landfill.

3. Aucilla will determine and set solid waste management system services rates and fees and take other necessary and lawful steps to establish funds for the operation of Aucilla.

4. Aucilla will not charge the County a higher fee for solid waste disposal services than it charges all other users of Aucilla.

5. Aucilla will only accept municipal sludge in a "case by case" basis and this has to be approved in advance by Aucilla.

6. Aucilla shall maintain scales at its solid waste facility as may be required by law and/or any regulatory agency with jurisdiction.

7. Aucilla shall provide the County with a copy of its fiscal year-end summary of tonnage of all solid waste received and disposed of in the Class I and Class III solid waste disposal facility at the Aucilla for the preceding fiscal year by October 31 of each year.

8. Aucilla will operate and make its Landfill available to the County for disposal of solid waste according to the following schedule:

Monday through Friday

8:00 a.m. – 4:15 p.m.

Aucilla will be open everyday of the year, except Saturdays, Sundays, New Year's Day, July 4, Thanksgiving Day and the day thereafter, Martin Luther King Day, Good Friday, Memorial Day, Labor Day, Veterans Day, Christmas Eve and Christmas Day. The Board authorizes Aucilla to modify the above-stated operating hours in the event circumstances require different operating hours.

7. Aucilla is solely responsible for safety and traffic control at the Aucilla Landfill.

8. Aucilla may, but shall not be obligated to, provide on-site towing assistance for disabled vehicles owned by the County for the purpose of moving the vehicles to a safe location at Aucilla. In such circumstances, the County's driver or employee shall make any necessary connections to the County's vehicle. Aucilla will not be responsible for any damage to the County's vehicle while providing assistance.

9. Aucilla shall provide restroom facilities for County truck drivers. Portable toilets are acceptable.

10. Aucilla will make available use of a telephone for County employees to make credit card or collect telephone calls only. Aucilla telephones will not be used by County employees for any personal business.

Article IV.

Billing and Payment Provisions

1. The County shall pay Aucilla a rate per ton for each ton of acceptable waste that the County delivers to Aucilla. The initial rate per ton shall be \$42.00. The fee shall be based on the actual tonnage recorded at the Aucilla scale house.

2. Each month, Aucilla shall calculate the amount of the disposal fee that is owed to Aucilla based on the transaction summary and prepared by Aucilla. This summary of the amount due shall be provided to the County within seven (7) operating days after the end of the operating month. Payments to Aucilla will be made within thirty (30) days after the request for payment is received by the County. Aucilla may charge the County interest on any overdue payment at a rate of twelve per cent (12%) per annum.

3. The disposal fee may be adjusted on each anniversary of the commencement date of this agreement, based on the change in the previous year's Consumer Price Index (CPI). The new disposal fee shall be:

New Fee = CPI x Current Fee

“CPI” means the Consumer Price Index for the United States City Average – All Items

- All Urban Wage Earners and Clerical Workers, published by the United States Department of Labor, Department of Labor Statistics.

Adjustments to the prices made in accordance with this section are intended to reflect changes in the purchasing power of a given amount of money expressed in dollars. If the method of establishing the CPI is revised to more accurately reflect inflation or deflation, the revised CPI shall be used thereafter when calculating the adjustments to the disposal fee. If the CPI is discontinued, the parties shall select another index, which must be representative of the inflationary or deflationary trends affecting the parties’ performance under this agreement, and which is published by the United States government or by a reputable publisher of financial and economic indices.

Notwithstanding anything to the contrary above, the CPI will not exceed three percent (3%) for any year and thus the rates will not change more than three percent (3%) per year.

Article V.

Term.

1. Unless terminated earlier in the manner provided herein, this agreement shall be for an initial term of five (5) years, which shall commence on October 1, 2013. Thereafter, this agreement may be renewed upon the mutual agreement of the County and Aucilla for additional terms of five (5) years each, up to a total of 20 years.

2. The County shall provide Aucilla twelve (12) months' notice prior to the end of each term of its intent to renew this agreement.

Article VI.

Agreement Only Applies to Solid Waste Generated in County

Notwithstanding anything else herein to the contrary:

1. This agreement shall not be construed to allow for the disposal of solid waste generated outside of the geographic area of the County in Aucilla.
2. The County shall not deliver any solid waste generated outside of the geographic area of the County for disposal at Aucilla.
3. Aucilla shall not accept from the County any solid waste generated outside of the geographic area of the County for disposal at Aucilla

Article VII.

Approval of Agreement by Host County

The parties understand that under the interlocal agreement governing Aucilla, this agreement cannot become effective unless and until it is approved by Madison County. By its execution of this agreement, Madison County, Florida signifies its consent to this agreement as required under such interlocal agreement. During the term of this agreement, Aucilla and the County may amend this agreement as they see fit except that,

1. No extension or renewal of the original term of this agreement beyond 20 years after its effective date will be binding or effective unless and until such extension is approved, in writing, by the Board of County Commissioners of Madison County.
2. No amendment which has the effect of allowing solid waste, generated from outside of the geographic area of the County, to be disposed of at Aucilla, will be binding or effective unless and

Until such amendment is approved, in writing, by the Board of County Commissioners of Madison County.

ARTICLE VIII.

Other Provisions.

1. If either party breaches this agreement or defaults in the performance of any of the material covenants or conditions contained herein for forty-five (45) days after the other party has given the breaching or defaulting party notice of such breach or default, the other party may, (1) terminate this agreement as of any date; (2) cure the breach or default at the expense of the breaching or defaulting party; and/or (3) have recourse to any other right or remedy to which it may be entitled at law or in equity. The non-defaulting party's selection of any remedy specified herein shall not be construed as a waiver of any other rights at law or in equity related to the defaulting party's breach. If a default does not endanger the health, safety, or welfare of the County or its citizens, and in the exercise of due diligence during the aforesaid forty-five- (45) day period a cure cannot reasonably be effected, such forty-five-day period shall be extended to include such additional time as is reasonable necessary to effect a cure, provided the defaulting party exercises continuous diligent effort to cure the default during the extended cure period. In the event either party waives default by the other party, such waiver shall not be construed or determined to be a continuing waiver of the same or any subsequent breach or default.

2. An event of *force majeure* is a act that happens by the direct, immediate and exclusive operation of the forces of nature, uncontrolled and uninfluenced by human acts or omissions and without human intervention and is of such a character that it would not have been prevented or escaped from or by any amount of foresight or prudence or by any reasonable degree of care or diligence, such as, but not limited to, war, tempest, hurricane, tornado, and earthquake, or lightning. Either party shall be excused from performance when its non-performance was caused directly or

indirectly by an event of *force majeure*. The affected party shall give to the other party prompt written notice of the event of *force majeure* and reasonable full particulars concerning it. Thereupon, the obligations of the party giving notice so far as it is affected by the event of *force majeure* shall be suspended during, but not longer than the continuance of, the event of *force majeure* and for a reasonable time thereafter required to remedy the physical damage or return to normal operations or both. Any party excused from performing any obligation under this agreement pursuant to this paragraph, shall promptly, diligently, and in good faith take all reasonable action required in order for it to be able to commence or resume performance of its obligations under this agreement. The party whose performance is excused due to the occurrence of an event of *force majeure* shall, during such period, keep the other party duly notified of all such actions required in order for it to be able to commence or resume performance of its obligations under this agreement.

3. Any notice, demand, communication, or request required or permitted hereunder shall be in writing, except where otherwise herein designated by telephone, and delivered in person or sent by certified mail, return receipt required, as follows:

County: Chairman
Board of County Commissioners
County Court House
Mayo, Florida 32066

Aucilla: Aucilla Area Solid Waste Administration
1313 Greenville Hills Road
Greenville, Florida 32331

Notice shall be effective when received at the address specified above. Address changes may be made from time-to-time by written notice. Facsimile transmission is acceptable notice, effective when received; however, facsimile transmissions received after 4:30 o'clock p.m. or on weekends or holidays will be deemed received on the next business day. The original of items that are transmitted by facsimile equipment must also be mailed as required herein.

4. It is understood and agreed that nothing herein contained is intended or should be construed as in any way establishing the relationship of co-partners or a joint venture between the parties hereto, or as constituting the County as an agent or representative of Aucilla for any purpose whatsoever. The County is to be and shall remain an independent entity with respect to all services performed under this agreement.

5. This agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce this agreement will be held in Madison County, Florida, and this agreement will be interpreted according to the laws of the State of Florida.

6. In the event that any provision of this agreement shall be declared illegal, void, or unenforceable by a court of competent jurisdiction, or in an arbitration proceeding, the other provisions shall not be affected, but shall remain in full force and effect.

7. This agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and the parties agree that there are not commitments, agreements, or understandings concerning the subject matter of this agreement that are not contained in this agreement. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written. The parties acknowledge that this agreement was negotiated at arms length by the parties, with adequate representation on an equal basis, and the filing of a suit challenging the negotiated terms of this agreement by either party shall be deemed a default and the agreement shall be terminated as provided herein. This agreement constitutes the entire agreement and understanding between the parties hereto and shall not be considered modified, altered, changed, or amended in any respect unless in writing and signed by both parties hereto.

8. This agreement may not be assigned by either the County or Aucilla without the written consent of the other party.

9. This agreement may be amended only by a written instrument specifically referring to this agreement and executed with the same formalities as this agreement.

10. The County, upon execution of this agreement, shall record this interlocal agreement in the public records of Lafayette County, Florida. Aucilla, upon execution of this agreement, shall record this interlocal agreement in the public records of its member counties.

11. This agreement shall become effective on the day and year first above-mentioned.

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

LAFAYETTE COUNTY, FLORIDA

By: 
LANCE LAMB
Chairman Board of County Commissioners

Date: October 1, 2013

ATTEST:

Richy Lynn By: 
Clerk



APPROVES AS TO FORM


LENETTE McMILLAN
Lafayette County Attorney

INTERLOCAL AGREEMENT FOR SOLID WASTE DISPOSAL

AUCILLA AREA SOLID WASTE ADMINISTION

By: Malcolm V. Page
MALCOLM PAGE
Commissioner, Chairman

Date: 9-27-13

Joe McHyg
10-17-2013

Witnesses as to AUCILLA

MADISON COUNTY, FLORIDA

By: Wayne W. Vickers
WAYNE VICKERS
Commissioner, Chairman

Date: 9-18-2013

Joe Anderson, Clerk
9/18/2013

Witnesses as to Madison County