

Inst:201540044302 Date:11/10/2015 Time:10:18 AM
DC, Tim Sanders, Madison County Page 1 of 6 B:1181 P:227



INTERLOCAL AGREEMENT AUTHORIZING THE AUCILLA AREA SOLID WASTE ADMINISTRATION TO NEGOTIATE AND ENTER INTO CONTRACTS ALLOWING LIMITED OUT-OF-REGION SOLID WASTE TO BE DISPOSED OF IN THE AUCILLA REGIONAL LANDFILL

THIS INTERLOCAL AGREEMENT, (hereinafter referred to as "this Agreement") made and entered into this 4 day of November, 2015, by and between Madison County, a political subdivision of the State of Florida, (hereinafter referred to as the "Host County"), and the Aucilla Area Solid Waste Administration, a separate legal or administrative entity created by interlocal agreement of the Host County, Dixie County, Florida, a political subdivision of the State of Florida, Jefferson County, Florida, a political subdivision of the State of Florida, and Taylor County, Florida, a political subdivision of the State of Florida, (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 contract called "interlocal agreements" with each other to provide services and facilities that meet the needs of local communities; and,

WHEREAS, Aucilla is a governmental entity established through an interlocal agreement entitled the SUWANNEE VALLEY SOLID WASTE MANAGEMENT ADMINISTRATION AMENDED AND RESTATED INTERLOCAL AGREEMENT, dated June 1, 1991 and recorded in the public records of Madison County, Florida at O.R. Book 152, Page 229, (hereinafter referred to as the "Original Agreement"); and,

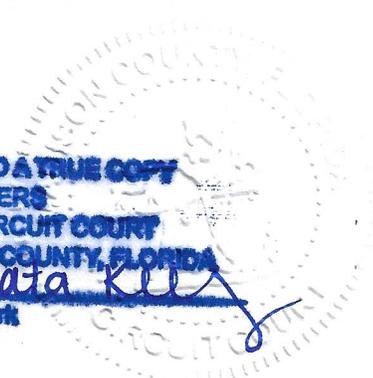
WHEREAS, the parties to the Original Agreement were and are (1) the Host County; (2) Dixie County, Florida, a political subdivision of the State of Florida; (3) Jefferson County, Florida, a political subdivision of the State of Florida; (4) and Taylor County, Florida, a political subdivision of the State of Florida (hereinafter collectively the "Member Counties" or the "Region"); and,

WHEREAS, pursuant to the Original Agreement (and its several subsequent amendments which are not relevant to this Agreement), Aucilla operates a Class I and Class III solid waste disposal facility, (hereinafter referred to as the "Landfill") for the purpose of providing solid waste disposal services to the Member Counties; and,

WHEREAS, the Landfill is located within the Host County (Section 1, the Original Agreement defines the Host County as the County in which the solid waste facility is located); and,

WHEREAS, the Original Agreement provides that:

CERTIFIED A TRUE COPY
TIM SANDERS
CLERK CIRCUIT COURT
MADISON COUNTY, FLORIDA
BY Kenata Kelly
Deputy Clerk



No Solid Waste shall be delivered or accepted by the Solid Waste Management System except that Solid Waste generated within the region. Solid Waste from outside the region shall not be delivered or accepted by the Solid Waste Management System unless it has been approved by the Host County and by the Administration.

Section 11(B) of the Original Agreement (hereinafter "Section 11(B)")

; and

WHEREAS, the effect of Section 11(B), is to prohibit the disposal of any solid waste generated from outside of the Region (hereinafter "out-of-Region solid waste") in the Landfill without the agreement of both the Host County and Aucilla; and,

WHEREAS, Aucilla wishes to have the authority enter into contracts for the disposal of out-of-Region solid waste in the Landfill for the purpose of raising revenue for the Member Counties; and,

WHEREAS, the Host County wishes to grant such authority to Aucilla, on a limited basis and for a limited amount of time; and,

WHEREAS, the parties have reached an agreement on the above and now wish to commit such agreement to writing and thereby make a legally enforceable contract.

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

1. Recitals. The above recitals here true and correct and specifically incorporated herein as an integral part hereof.
2. Grant of Authority. The Host County hereby grants to Aucilla the authority and discretion to, without further approval of the Host County, negotiate and enter into legally binding contract(s) with entities other than the Member Counties for the disposal of out-of-Region solid waste in the Landfill, but only on the following conditions:
 - 2.1 No contract(s) may be entered into pursuant to the authority granted in this Agreement which would allow for the disposal of any out-of-Region solid waste in the Landfill other than nonhazardous, municipal solid waste of the same kind and type as the solid waste which is permitted to be disposed of in the Landfill on the effective date of this Agreement; and,
 - 2.2 No contract(s) may be entered into pursuant to the authority granted in this

Agreement which would have the effect of allowing the disposal of out-of-Region solid waste in the Landfill after September 30, 2041.

3. Payments to the Host County. In addition to all other payments to be made to the Host County under the Original Agreement, its amendments and all other agreements, Aucilla shall pay to the Host County the following:

3.1 Within 30 days after the effective date of this Agreement, a one time payment of \$100,000.00. Additionally, Aucilla will pay the Host County \$50,000.00 in the event Aucilla enters into an agreement with a third party for delivery of solid waste to the landfill pursuant to the terms of this agreement. Aucilla will pay this additional \$50,000.00 payment within thirty (30) days of the execution of the agreement with the third party.

3.2 By no later than 30 days after the end of each quarter (the four quarters of the year being Jan.-Mar., April-June, July-Sept., Oct.-Dec.), a payment which shall be calculated by totaling the daily fees incurred during such quarter. Such daily fees shall be determined for each day during such quarter in which the Landfill accepted out-of-Region solid waste. Such daily fees shall be calculated by multiplying each ton of out-of-Region solid waste accepted by the Landfill during that day by the following:

3.2.1 For the first 1 to 300 tons of out-of-Region solid waste accepted by the Landfill during that day.....\$0.25 per ton; and,

3.2.2 For the next 301 to 600 tons of out-of-Region solid waste accepted by the Landfill during that day.....\$0.50 per ton; and,

3.2.3 For all tons of out-of-Region solid waste accepted by the Landfill during that day over 600 tons.....\$1.00 per ton

4. This Agreement not to Affect Other Existing Agreements. This Agreement shall not affect any other agreements, if any, between Aucilla and out-of-Region counties to dispose of out-of-Region solid waste which were approved by the Host County and in effect on the effective date of this Agreement. This specifically does not effect the Interlocal Agreement dated March 17, 2014, executed by and between the same parties who are the signatories of this agreement.

5. This Agreement is not an Amendment to the Original Agreement. This Agreement is intended to be, and shall be construed as, an exercise of the authority given to the Host County and Aucilla in Section 11(B) of the Original Agreement and is not intended to be, and shall not be construed as, an amendment to the Original Agreement.

6. Cancellation or Modification of this Agreement. This Agreement may not be cancelled, amended, revoked, or abandoned except as follows:
- 6.1 The Host County may unilaterally cancel this Agreement for any or no reason by giving 365 days written notice to Aucilla. Provided that should the Host County unilaterally cancel this Agreement, the Host County shall be required to immediately refund to Aucilla the payment set out in subsection 3.1 together with interest computed at the rate of three percent (3%) per annum. Notwithstanding the above, Host County shall continue to receive the yearly payments due to the Host County, if any, set out in subsection 3.2.
 - 6.2 Aucilla may unilaterally cancel this Agreement for any or no reason by giving 365 days written notice to the other party. Provided that should the Aucilla unilaterally cancel this Agreement, the Host County shall retain the payment set out in subsection 3.1 and continue to receive the yearly payments due to the Host County, if any, set out in subsection 3.2.
 - 6.3 The parties may modify this Agreement only by subsequent written interlocal agreement executed and recorded with the same formalities as this Agreement.
 - 6.4 Notwithstanding anything else in this Agreement to the contrary, no cancellation nor modification of this Agreement shall adversely affect the contractual rights of any party who has, prior to the date of such cancellation or modification, entered into a contract as otherwise provided and authorized in this Agreement.

7. Notice. 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:

Host County: Madison County, Florida
 P.O. Box 237
 Madison, Florida 32341-0237

Aucilla: Aucilla Area Solid Waste Administration
 1313 Greenville Hills Rd.
 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.

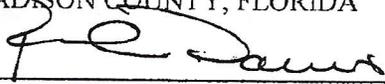
8. Miscellaneous. This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce this Agreement will be held in Madison County, Florida, and this Agreement will be interpreted according to the laws of the State of Florida. The provisions of this Agreement are not severable. In the event that any provision of this Agreement shall be declared illegal, void, or unenforceable by a court of competent jurisdiction then all provisions of this Agreement shall be void. 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 no 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 arm's length by the parties, with adequate representation on an equal basis. This Agreement may not be assigned by either party without the prior written consent of the other party.

9. Recording and Effective Date. Upon approval and execution of this Agreement by both parties, this Agreement shall be recorded in the public records of Madison County, Florida. This Agreement shall be effective upon recording as provided in this paragraph.

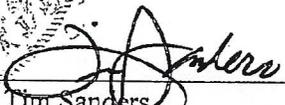
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IN WITNESS WHEREOF, the parties have caused this Interlocal Agreement to be executed for the uses and purposes therein expressed on the day and year first above-written.

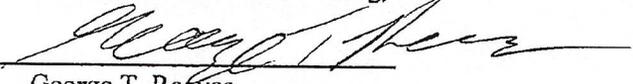
BOARD OF COUNTY COMMISSIONERS
OF MADISON COUNTY, FLORIDA

By: 
~~Ronnie Moore~~ **Rick Davis**
Chair

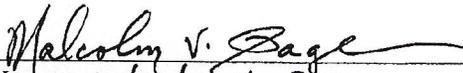


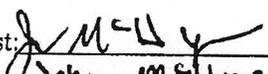
ATTEST: 
Tim Sanders
Clerk

Approved as to Form for the Host County:
Davis, Schnitker, Reeves & Browning, P.A.

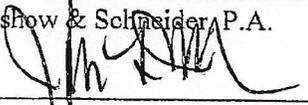
By: 
George T. Reeves
For the Firm

AUCILLA AREA SOLID WASTE ADMINISTRATION

By: 
Print Name: Malcolm V. Page
Commissioner, Chairman

Attest: 
John McHugh

Approved as to Form for Aucilla:
Wershow & Schneider, P.A.

By: 
Jonathan F. Wershow
For the Firm