

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT entered into this 5th Day of December, 2006, by and between Marion County, a political Subdivision of the State of Florida, having an office and place of business at 601 S.E. 25th Avenue, Ocala, Florida, 32671, hereinafter referred to as the "County" and the City of Ocala, a Florida municipal corporation, having a business address at 151 SE Osceola Avenue, Ocala, Florida 34471, hereinafter referred to as the "City".

WITNESETH

WHEREAS, the County continues to investigate solid waste disposal issues in the County and the formulation of environmentally sound and economically viable solutions; and the parties hereto, in order to implement an effective household hazardous waste and household electronic waste program, and eliminate wasteful duplication and uneconomical operations it is desired that municipalities in the County enter into commitments to cooperate in addressing household hazardous and electronic waste management issues for the benefit of all residents of the City and County; and

WHEREAS, City seeks assurance that the County will, during the term of this Agreement, accept City's household hazardous waste, and household electronic waste; and

WHEREAS, the parties have agreed to act in good faith and to take all necessary and appropriate actions, in cooperation with one another, to affect the purposes of this Agreement.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements herein set forth and of the undertakings of each party to the other, the parties do hereby promise and agree as follows:

ARTICLE I

DEFINITIONS

- 1.1 **"All Participants"** shall mean all municipalities in the County which enter into interlocal agreements for the delivery of household hazardous waste and household electronic waste to the system.

- 1.2 **"County Solid Waste Plan"** shall mean the County-wide solid waste management and disposal program adopted by the Marion County Board of County Commissioners.
- 1.3 **"Fiscal Year"** shall mean the fiscal year of the County.
- 1.4 **"Household Electronic Waste"** shall mean that household waste that includes answering machines, battery charges, computers, household sized copiers and fax machines, CD players, cell phones, telephones, digital clocks, keyboards, laptop computers, mouse, monitors, microwaves, computer peripheral items, printers, scanners, stereos, televisions, VCR & DVD players and other household electronic devices or devices containing a cathode ray tube.
- 1.5 **"Household Hazardous Waste"** shall mean that household waste that includes lawn and garden chemicals, oil and water base paints, strippers, and thinners, fluorescent bulbs, solvents, used oil and filters, gasoline, auto and rechargeable batteries, pool chemicals, propane tanks and aerosol cans.
- 1.6 **"Person"** shall mean any individual, firm, corporation, partnership, trust, governmental agency, or any other entity, or any group of such persons.
- 1.7 **"Point of Entry into the System"** shall mean that delivery site designated by the County for delivery of household hazardous waste and household electronic waste by City.
- 1.8 **"Recovered Materials"** shall mean those materials which have known recycling potential, can be feasibly recycled, and have been diverted or removed from the solid waste stream for sale, use or reuse, by separation, collection, or processing.
- 1.9 **"Recyclable Materials"** shall mean those materials which are capable of being recycled and which would otherwise be processed or disposed of as solid waste.
- 1.10 **"Recycling"** shall mean any process by which solid waste or materials which would otherwise become solid waste are collected, separated or processed and reused or returned to use in the form of raw materials or products.
- 1.11 **"System"** shall mean the County's overall, solid waste management and disposal system and every aspect thereof including, but not limited to, equipment, transfer and resource recovery facilities, and residue disposal sites acquired, constructed, closed or operated or to be acquired, constructed, closed or operated by the County or any agent, designee, or contractor in connection with the County Solid Waste Plan.

ARTICLE II

COUNTY UNDERTAKING AND DELIVERIES TO THE SYSTEM

- 2.1 **Commitment to Accept Household Hazardous Waste, Household Electronic Waste, and Limitation on Fees.**
Commencing on the effective date of this Agreement and for the term of this Agreement, the County agrees to accept, at the point of entry into the System, the City's residents and its Residential Sanitation Division Supervisor's delivery of household hazardous waste to the County's collection and disposal programs for household hazardous waste, and household electronic waste for the fees set forth in Section 3.1 et seq. below. City's commercially generated hazardous waste and electronic waste is not included in the terms of this agreement.
- 2.2 **Commitment to Deliver.** The City agrees that, commencing on the effective date of the Agreement and for the term of this Agreement, it will promote the delivery of its household electronic waste and household

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hazardous waste into the System. It is also noted, the City will promote the delivery of household hazardous waste and household electronic waste at the City's four planned amnesty day events.

- 2.3 **Annual User Cost.** The County agrees to provide to the City, a detailed cost analysis of its Solid Waste Management Disposal Program, thereby enabling the City to meet the State's annual solid waste management reporting requirements, as outlined at Section 403.7049 Florida Statutes and Section 62-708.500 (3), Florida Administrative Code.

ARTICLE III

CHARGES AND PAYMENT

- 3.1 **Payment of Fees by the City.** Commencing on the date of the Agreement and for the term of this Agreement, City shall cause to be paid the annual payment of \$14,775.00 for City residents' participation in the household electronic waste and household hazardous waste delivered into the system by the City residents or its' Residential Sanitation Supervisor. The fee for participants shall be renegotiated at the time of renewal by the County or in accordance with the criteria set forth below. The County will invoice the City for the annual payment on the first day of the month following the date of the Agreement. The annual payment invoice shall be due and payable by the City by the 25th day of the month in which the invoice is submitted to the City.
- 3.2 **Basis of Fees for Participants.** The fees for City participants shall be determined by the County, such that the revenues to the County from the City, including without limitation, revenue from the sale of products, fees from participants and grants shall be sufficient to reimburse the County for all of its expenses, costs and obligations relating to the expense impact from City residents using the household hazardous waste and household electronic waste collection, recycling, and disposal events and facilities.
- 3.3 **Fee Changes.** The County shall give the City ninety (90) days written notification prior to the annual agreement date for purposes of renegotiation for the next annual payment. No fee change shall be made less than annually. Either party has the option to terminate the agreement if there is a failure to mutually agree on a change in the annual payment.

ARTICLE IV

ACCOUNTING, WEIGH SCALES, RECORDS & LOCAL OPERATIONS

- 4.1 **Accounting and Audit.** The County will account for its administration of the system as an enterprise fund separate and apart from its general operations. The County will keep proper books of records and account, in accordance with generally accepted accounting principles, consistently applied. Such books and records, together with all documents and materials relating to the system (other than such as may be subject to legal privilege) shall, at all reasonable times, be subject to inspection by City.
- 4.2 **Weight Scales and Records.** The County shall provide weight scales and/or other devices appropriate for determining the quantity, quality and other characteristics of household hazardous waste and household electronic waste. The County will make and keep appropriate records of such measurements, which records shall be available to the City for inspection at all reasonable times.

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ARTICLE V

FURTHER ASSURANCES

- 5.1 **Additional Actions.** The parties shall, in good faith, during the term of this Agreement take all such actions as may be necessary or appropriate to carry out the purposes of this Agreement including, without limitation, the enactment of legislation, resolutions, and the like. In addition to the foregoing and without limitation thereof to the extent that any fees to be paid by City shall or may be pledged in connection with the financing of any portion of the system that pertains to the disposal of the City's household hazardous waste and household electronic waste, the County and City shall use its best, good faith efforts to defend, preserve and protect such pledge of such fees.
- 5.2 **Cooperation.** The County and City shall use their mutual best, good faith efforts to cooperate as may be necessary or appropriate to carry out the purposes of this Agreement.
- 5.3 **Commitment to Pay Unconditional.** City agrees that so long as the County shall accept City's household electronic waste, and household hazardous waste, City shall make all aforesaid payments in the amount required.
- 5.4 **Point of Entry.** The County shall not change the existing Point of Entry without a 120 day written notice to the City. The County shall negotiate with the City to establish the annual electronic waste recycling day event location and date. The location of this annual event will be held within the City's boundaries. The City's household hazardous waste shall be accepted at the permanent Household Hazardous Waste Collection Center located within the County's Baseline Solid Waste Facility (5601 SE 66th Street, Ocala, Florida 34480).

ARTICLE VI

MISCELLANEOUS

- 6.1 **Effect of Breach.** Each party specifically recognizes that the other is entitled to bring suit for injunctive relief, mandamus, or specific performance or to exercise other legal or equitable remedies to enforce the obligations and covenants contained in the Agreement.
- 6.2 **Assignability.** The County may assign or pledge this Agreement in relation to the financing of the portion of the system which pertains to the disposal of the City's household hazardous waste and household electronic waste, but no other assignment of this Agreement shall be authorized or permitted by either party.
- 6.3 **Waiver Not to be Construed.** No waiver by the County or City of any term or condition of this Agreement shall be deemed or construed as a waiver of any other term or condition, nor shall a waiver or any pledge be deemed to constitute a waiver of any subsequent pledge, whether of the same or of a different section, subsection, paragraph, clause, phrase, word, or other provision of this Agreement required of it under this Agreement or by law. The failure of either party to insist in any one or more instances, upon strict performance of any of the terms, covenants, agreements, or conditions in this Agreement shall not be considered to be a waiver or relinquishment of such term, covenant, agreement, or condition, but the same shall continue in full force and effect.
- 6.4 **Amendments.** This Agreement being for the benefit of both parties may not be substantially amended without the concurrence of each party. Amendment shall be only by written agreement, duly authorized and executed.

- 6.5 **Severability.** If any provision, paragraph, sentence, clause, or word of this Agreement shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of such shall not affect the remainder of this Agreement; and this Agreement shall be construed and enforced, consistent with its expressed purposes, as if such invalid and unenforceable provision, paragraph, sentence, clause, or word had not been contained herein.
- 6.6 **Notices.** All notices required hereunder to either party shall be in writing and sent by Certified Mail, Return Receipt Requested to:

AS TO THE COUNTY:

Marion County Administrator
601 SE 25th Avenue
Ocala, Florida 32671

With a Copy to:

Marion County Attorney
601 SE 25th Avenue
Ocala, Florida 32671

AS TO THE CITY:

City Manager
151 SE Osceola Avenue
Ocala, Florida, 34471

With a Copy to:

City Attorney
151 SE Osceola Avenue
Ocala, Florida, 34471

ARTICLE VII

TERM OF AGREEMENT

- 7.1 **Term.** This Agreement shall be in full force and effect from the date of execution set forth above until September 30, 2011, and may be renewed annually thereafter upon written consent of both parties.
- 7.2 **Termination.** The failure of any party to comply with the provisions of the agreement shall place that party in default. Prior to terminating the agreement with respect to the defaulting party, the non-defaulting party shall notify the defaulting party and all other parties in writing. Notification shall make specific reference to the provision which gives rise to the default and shall specify a reasonable period of time for the defaulting party to cure the default. In the event said default is not cured within the time provided, this agreement with respect to the defaulting party may be terminated. The failure of any party to exercise this right shall not be considered a waiver of such right in the event of any further default or non-compliance. This Agreement may be terminated by mutual agreement of the parties or by either party if there is a failure to reach a negotiated annual payment adjustment.

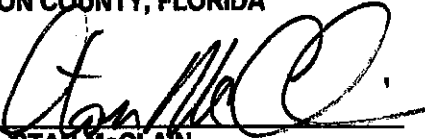
BOARD OF COUNTY COMMISSIONERS
MARION COUNTY, FLORIDA

ATTEST:



DAVID R. ELLSPERMANN
CLERK

By:



STAN McCLAIN
CHAIRMAN


CITY OF OCALA

ATTEST:



VALERIE J. FORSTER
CITY CLERK

By:



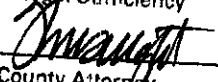
MARY S. RICH
PRESIDENT, OCALA CITY COUNCIL

Approved as to form and legality:



PATRICK G. GILLIGAN Eric P. Gifford
CITY ATTORNEY Assistant City Attorney

Approved as to Form
and Legal Sufficiency



County Attorney

ACCEPTED BY CITY COUNCIL
December 19, 2006
DATE
OFFICE OF THE CITY CLERK