

INTERLOCAL AGREEMENT BETWEEN
PINELLAS COUNTY AND HILLSBOROUGH COUNTY
FOR LIMITED SOLID WASTE PROCESSING SERVICES

This is an Interlocal Agreement (“Agreement”), entered into on this ____ day of _____, 2020, by and between PINELLAS COUNTY, a political subdivision of the State of Florida, hereinafter referred to as “PINELLAS”, and HILLSBOROUGH COUNTY, a political subdivision of the State of Florida, hereinafter referred to as “HILLSBOROUGH”, hereinafter jointly referred to as “COUNTIES.”

W I T N E S S E T H :

WHEREAS, this Agreement is entered into pursuant to Section 163.01, Florida Statutes, as may be amended from time to time, and prior to its effectiveness shall be filed as provided by Section 163.01(11), Florida Statutes.

WHEREAS, the COUNTIES respectively own and operate municipal solid waste (MSW) to energy facilities; and

WHEREAS, the COUNTIES may experience high volumes of MSW and/or inability to process MSW at their respective facilities; and

WHEREAS, the COUNTIES desire mutual assistance for MSW processing; and

NOW, THEREFORE, in consideration of the mutual terms, conditions, promises and covenants hereinafter set forth, the COUNTIES agree as follows:

ARTICLE 1
DEFINITIONS AND IDENTIFICATIONS

For purposes of this Agreement, reference to one gender shall include the other, use of the plural shall include the singular, and use of the singular shall include the plural. The following definitions apply unless the context in which the word or phrase is used requires a different definition:

- 1.1 Agreement – Means this document, Articles 1 through 6, inclusive. Other terms and conditions may be included in the exhibits and documents that are expressly incorporated by reference.
- 1.2 Bulky Waste –as defined in Title 40 Code of Federal Regulations (CFR) Part Yea243.101(b),
- 1.3 Hazardous Waste – Wastes defined as hazardous in Chapter 62-730.020 of the Florida Administrative Code (FAC).
- 1.4 Solid Waste – as defined as solid waste in Chapter 62-701.200(107) FAC.

- 1.5 Yard Waste – Vegetative waste defined as “yard trash” under Section 403.703, Florida Statutes.

ARTICLE 2
TERM AND TIME OF PERFORMANCE

- 2.1 The term of this Agreement shall begin on the date it is fully and timely executed by both parties (“Effective Date”) and shall continue for perpetuity, subject to termination as provided in Article 5.

ARTICLE 3
SCOPE OF SERVICES

- 3.1 The Scope of Services for this Agreement are provided in Exhibit A.
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ARTICLE 4
GOVERNMENTAL IMMUNITY

- 4.1 Nothing herein is intended to serve as a waiver of sovereign immunity by any party nor shall anything included herein be construed as a consent to be sued by third parties in any matter arising out of this Agreement or any other contract. Both parties are state agencies or political subdivisions as defined in Chapter 768.28, Florida Statutes, and agree to be fully responsible for the acts and omissions of its respective agents or employees to the extent permitted by law.

ARTICLE 5
TERMINATION

- 5.1 This agreement term is in perpetuity. Either party may terminate this agreement at their sole discretion upon written Notice of Termination to the other party. Such notice shall be provided in accordance with the “NOTICES” section of this Agreement.

ARTICLE 6
MISCELLANEOUS

6.1 AUDIT RIGHT AND RETENTION OF RECORDS

Each party shall have the right to audit the books, records, and accounts of the other party that are related to this Agreement. Parties shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement. The parties shall preserve and, upon request, make available, at reasonable time for examination and audit by the other party, all financial records, supporting documents,

statistical records, and any other documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act, Chapter 119, Florida Statutes, as may be amended from time to time, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after the document or record came into existence. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained under resolution of this audit findings.

6.2 NOTICES

Notices between parties must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or sent by commercial express carrier with acknowledgement of delivery, or by hand delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:

FOR PINELLAS:

Paul S. Sacco, Director
Solid Waste Department
3095 114th Ave. N.
St. Petersburg, FL 33716

FOR HILLSBOROUGH:

Kimberly Byer, P.G., Division Director
Solid Waste Management Division
Infrastructure Services
332 North Falkenburg Road
Tampa, FL 33619

6.3 ASSIGNMENT AND PERFORMANCE

Neither this Agreement nor any right or interest herein shall be assigned, transferred, or encumbered without the written consent of the other party.

6.4 MATERIALITY AND WAIVER OF BREACH

The COUNTIES agree that each requirement, duty, and obligation set forth herein is agreed to by the parties in exchange for quid pro quo, that each is substantial and important to the formation of this Agreement and that each is, therefore, a material term hereof.

Neither party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modifications of this Agreement. A waiver of any break of a

provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

6.5 COMPLIANCE WITH LAWS

The COUNTIES shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing their duties, responsibilities, and obligations pursuant to this Agreement.

6.6 SEVERANCE

In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to in effect unless one party elects to terminate this Agreement.

6.7 PRIOR AGREEMENTS

This document represents the final and complete understanding of the COUNTIES and incorporates or supersedes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. The COUNTIES agree that there is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document. Accordingly, the COUNTIES agree that no deviation from the terms hereof shall be predicated upon any prior presentation or agreement, whether oral or written.

6.8 INCORPORATION BY REFERENCE

The truth and accuracy of each “Whereas” clause set forth above is acknowledged by the parties.

6.9 REPRESENTATION OF AUTHORITY

Each individual executing this Agreement on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full legal authority.

6.10 MULTIPLE ORIGINALS

Multiple copies of this Agreement may be executed by all parties, each of which, bearing original signatures, shall have the force and effect of an original document.

IN WITNESS WHEREOF, the parties hereto have made and executed the Agreement on the respective dates under each signature.

HILLSBOROUGH COUNTY, FLORIDA,
a political subdivision of the State of
Florida, by and through its
Board of County Commissioners

PINELLAS COUNTY, FLORIDA, a
political subdivision of the State of
Florida, by and through its
Board of County Commissioners

By: _____
Lesley Miller, Chair

By: _____
Pat Gerard, Chair

ATTEST:

WITNESS:

By: _____
Clerk of the Circuit Court
(Seal)

By: _____
Clerk of the Circuit Court
(Seal)

LEGAL REVIEW:

APPROVED AS TO FORM:

By: _____
Office of the County Attorney

By: _____
Office of the County Attorney

EXHIBIT A
Scope of Services

A.1 Accounts

The COUNTIES shall establish an invoicing account with one another to provide for the proper documentation and invoicing of waste processing services. The accounts shall include vehicle reference numbers and descriptions so that the vehicle is easily identified at the scale facilities.

A.2 Fees

The COUNTIES agree to pay the current established tipping fees and agree to waive any 'out-of-County' surcharge fee(s).

A.3 Invoicing

An invoice will be prepared for the fees associated with the quantity of waste received at the disposal facility. The invoice documentation should include copies of scale records indicating each transaction and summary. Each transaction should include the following information:

- Date
- Time
- Type of waste
- Vehicle identification
- Gross weight (tons)
- Tare weight (tons)
- Net weight (tons)
- Disposal destination
- Summary of tons for each type of waste received

Invoice payments shall be made in accordance with Florida State Statutes.

A.4 Waste Deliveries

A.4.1 Waste deliveries shall include commercial and residential Municipal Solid Waste. Excluded from this work scope are: Bulky Waste, and Yard Waste.

A.4.2 The time for delivery of each load shall be as follows:

PINELLAS

Monday through Friday	06:00 to 10:00 and 15:00 to 18:00
Saturday	07:00 to 17:00
Sunday	Closed

PINELLAS experiences the highest vehicle volumes from 10:00 to 15:00 during weekdays (Monday through Friday) and therefore cannot accept transfer vehicles during these prime hours, unless otherwise approved by PINELLAS.

HILLSBOROUGH

Monday through Saturday 7:30 to 17:00
Sunday Closed

- A.4.3 Delivery vehicles should be operated consistent with FDOT requirements, as well as any additional FDEP and/or COUNTIES requirements.
- A.4.4 All vehicle drivers shall conduct themselves with normal driver courtesy and follow directions of PINELLAS/HILLSBOROUGH staff and/or PINELLAS/HILLSBOROUGH Waste to Energy (WTE) tipping floor contractors. Any misconduct shall be immediately reported to the Director.

A. .5 Notification and Responsibility

- A.5.1 Notification requests shall be made as soon as practical of the need to deliver waste to PINELLAS/HILLSBOROUGH 's facility. Notifications should include the following:
 - Expected date(s) of delivery
 - Estimated tons to be provided on a daily basis
 - Total requested tonnage disposal
- A.5.2 PINELLAS/HILLSBOROUGH will verify available capacity and will confirm or deny the ability to receive the waste. PINELLAS/HILSBOROUGH is only obligated to receive waste provided the WTE facility has the capacity to receive and process, without causing landfill diversions.
- A.5.3 In no instance shall either County be obligated to dispose of waste in their respective landfill.
- A.5.4 Requests to accept solid waste from either County shall be directed to the following or their designee(s):

PINELLAS

Bill Embree, Operations Division Manager
Solid Waste Department
3095 114th Avenue North
St. Petersburg, FL 33716
Office: (727) 464-7546
Cell: (813) 205-7681
Email: bembree@pinellascounty.org

HILLSBOROUGH

Kimberly Byer, Division Director
Solid Waste Management Division
332 North Falkenburg Road
Tampa, FL 33619
Office: (813) 612-7718
Cell: (813) 614-2220
Email: byerk@hillsboroughcounty.org

DRAFT