

INTERLOCAL AGREEMENT BETWEEN
PINELLAS COUNTY AND CITY OF TAMPA
FOR LIMITED SOLID WASTE PROCESSING SERVICES

This is an Interlocal Agreement (“Agreement”), entered into on this ____ day of _____, 2022, by and between PINELLAS COUNTY, a political subdivision of the State of Florida, hereinafter referred to as “PINELLAS”, and CITY OF TAMPA, a political subdivision of the State of Florida, hereinafter referred to as “CITY”, hereinafter jointly referred to as “PARTIES.”

WITNESSETH :

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; and,

WHEREAS, the PARTIES desire mutual assistance for solid waste processing.

NOW, THEREFORE, in consideration of the mutual terms, conditions, promises and covenants hereinafter set forth, the PARTIES 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. For the purposes of this Agreement, 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 7, inclusive. Other terms and conditions may be included in the exhibits and documents that are expressly incorporated by reference.
- 1.2 Bulk Trash – Large items such as sofas, chairs, mattresses, other furniture, appliances including “white goods” as defined under Section 403.703, Florida Statutes, carpeting, boats, woody waste such as fencing and lumber and other large bulky waste items.
- 1.3 Electronic Waste or “E-Waste” – End-of-life electronic devices such as, but not limited to; computers, computer monitors, televisions, printers, fax machines and copiers.
- 1.4 Household Hazardous Waste – Wastes defined as hazardous in Chapter 62-730 of the Florida Administrative Code (FAC).
- 1.5 Solid Waste – as defined as solid waste in Chapter 62-210 FAC.

- 1.6 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 in perpetuity, subject to termination as provided in Article 5.

ARTICLE 3
SCOPE OF SERVICES

- 3.1 The Scope of Services for this Agreement is 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 either 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 their respective agents or employees to the extent permitted by law.

ARTICLE 5
TERMINATION

- 5.1 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, 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 the audit findings.

6.2 NOTICES

Notices between the 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. Notices for modification or termination of this Agreement shall be provided to a Party no less than Sixty (60) days prior to the requested action. 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 COUNTY:

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

FOR CITY OF TAMPA:

Larry Washington, Director
Department of Solid Waste & Environmental Program Management
4010 W Spruce St.
Tampa, FL 33614

COPY TO:

City of Tampa City Attorney
c/o McLane Evans, Assistant City Attorney
315 E. Kennedy Blvd.
Tampa, Fl. 33602

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 PARTIES 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 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 PARTIES 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 be in effect unless one party elects to terminate this Agreement.

6.7 PRIOR AGREEMENTS

This document represents the final and complete understanding of the PARTIES and incorporates or supersedes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. The PARTIES 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 PARTIES 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.

7.10 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.

7.11 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.

PINELLAS COUNTY, by and through its
Board of County Commissioners

By:

Charlie Justice, Chair

APPROVED AS TO FORM

By: Joseph Morrissey
Office of the County Attorney

, 2022

CITY OF TAMPA,

By:

Jane Castor
Jane Castor, Mayor

September 20, 2022

Attest:

Shirley Fox-Knowles
City Clerk

SEAL

APPROVED AS TO FORM:

McLane Evans
McLane Evans, Assistant City Attorney

9/9/2022

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EXHIBIT A
Scope of Services

A.1 Accounts

The PARTIES 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 PARTIES agree to pay the current established tipping fees and agree to waive any out-of-County or out-of-City 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. Invoices shall be submitted within thirty (30) days of occurrence. 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

A.4 Waste Deliveries

A.4.1 Waste deliveries shall include commercial and residential municipal solid waste. Excluded from this work scope are: household chemicals and electronics, hazardous waste.

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

Pinellas County

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

Pinellas County 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.

City of Tampa

Monday, Tuesday, Thursday, Friday	7:00 to 17:30
Wednesday and Saturday	7:00 to 16:30
Sunday	Closed

City of Tampa experiences the highest vehicle volumes from 08:00 to 15:00 during weekdays (Monday through Friday) and therefore cannot accept transfer vehicles during these prime hours.

- A.4.3 Delivery vehicles should be operated consistent with FAC requirements, as well as any additional requirements by the PARTIES.
- A.4.4 All vehicle drivers shall conduct themselves with normal driver courtesy and follow directions of County/City staff and/or County/City Waste to Energy (WTE) tipping floor monitors.

A.5 Notification and Responsibility

A.5.1 Notification requests shall be made as soon as practical of the need to deliver waste to the County's/City's facility. Notifications may be verbal but must be followed by confirmation by electronic mail (email). Notifications should include the following:

- Expected date(s) of delivery
- Estimated tons to be provided on a daily basis

A.5.2 The receiving party will verify available capacity and will confirm or deny the ability to receive the waste from the requesting party. The receiving party is only obligated to receive the other party's waste provided the WTE facility has the capacity to receive and process, without causing landfill diversions.

A.5.3 In no instance shall the receiving party be obligated to dispose of the requesting party's waste in their respective landfill.

A.5.4 Requests to accept solid waste from either party shall be directed to the following or their designee(s):

Pinellas County

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

City of Tampa

Bruce Allen, Commercial Superintendent, Interim
Department of Solid Waste & EPM
4010 W Spruce St.

Tampa, FL 33614
Office: (813) 348-6513 Cell: (813) 731-38-185
Email: Bruce.allen@tampagov.net