

**AMENDMENT TO INTERLOCAL AGREEMENT
BETWEEN HERNANDO COUNTY AND CITRUS COUNTY FOR
MUTUAL EXCHANGE OF SERVICES FOR
SOLID WASTE DISPOSAL DURING EMERGENCY EVENTS**

THIS AMENDMENT TO INTERLOCAL AGREEMENT ("Amendment") is made and entered into by and between HERNANDO COUNTY, a political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter called "HERNANDO," and CITRUS COUNTY, a political subdivision of the State of Florida, acting by and through its Board of County Commissioners, hereinafter called "CITRUS."

WITNESSETH:

WHEREAS, Hernando and Citrus entered into that certain Interlocal Agreement executed on November 19th, 2013 and renewed annually thereafter; and

WHEREAS, pursuant to Section XII, the Interlocal Agreement may only be amended by writing duly executed by Citrus and Hernando.

NOW, THEREFORE, for and in consideration of the premises hereinafter contained and intending to be legally bound hereby, the parties hereby agree as follows:

1. The foregoing recitals are true and correct and are a part hereof and are incorporated into this Amendment by reference.
2. Section IV(A) of the Interlocal Agreement, titled "Disposal Obligations," is hereby amended to reflect the addition of the following language, such addition herein indicated by underline below, as Section IV. A. of the Interlocal Agreement:
 - A. **Disposal Obligation** - During the term of this Agreement, either County shall provide solid waste disposal services to the other party upon notification of their intent to implement emergency operations due to need and not due to convenience Such disposal services shall consist of either County accepting the waste from the other County for disposal in their respective Solid Waste Facility.
3. Section V(A) of the Interlocal Agreement, titled "Service Fee," is hereby amended to reflect the deletion of the following language, such deletion herein indicated by strikethrough below, as Section V. A. of the Interlocal Agreement:
 - A. **Service Fee** - Both Counties agree to pay the other County ~~a service charge~~ current tipping fee on a per tonnage basis based upon the actual number of tons delivered at either facility during the emergency period. ~~as follows:~~
 - a. ~~Service fee charged to CITRUS for use of HERNANDO'S facility shall be \$54.50 per ton.~~
 - b. ~~Service fee charged to HERNANDO for use of CITRUS'S facility shall be \$55.00 per ton.~~
4. All other terms and provisions contained within the original Interlocal Agreement that are not otherwise modified herein shall remain in full force and effect. If provisions of the Interlocal Agreement and this Amendment conflict, then the terms of this Amendment shall control.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by the proper officers thereof and have caused their seals to be affixed hereto and attested by the proper officers thereof all as of the dates below.

HERNANDO COUNTY, a political subdivision of the
State of Florida:

ATTEST:

Heidi Kuyper
for Douglas A. Chorvat, Jr., Clerk



[Signature]
Brian Hawkins, Chairman

12-17-2024
Date


Approved as to Form
And Legal Sufficiency

By: *Victoria Anderson*
County Attorney's Office

CITRUS COUNTY, a political subdivision of the
State of Florida:

ATTEST:

Angela Vick
for Angela Vick, Clerk



[Signature]
Holly L. Davis, Chairperson

Date

Approved as to form for the
Reliance of Citrus County:

[Signature]
County Attorney

APPROVED

SEP 10 2024

BOARD OF COUNTY
COMMISSIONERS