



Board of County Commissioners

DEPARTMENT OF PUBLIC WORKS

SOLID WASTE MANAGEMENT DIVISION

P.O. Box 340, Lecanto, Florida 34460

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Document Transmittal

TO: Hernando County Solid Waste Services
Att: Scott Harper
14450 Landfill Road, Brooksville, Fl 34614

FROM: Casey Stephens, Director 
Citrus County, Division of
Solid Waste Management
P.O. Box 340, Lecanto, Fl 34460
Fax #352/527-7672
Phone 352/527-7670
E-mail: casey.stephens@bocc.citrus.fl.us

Re: Interlocal Agreement – Mutual Exchange of Services for Solid Waste Disposal during Emergency Events

Transmittal Date: December 2, 2013

Enclosed please find the following documents for your records:

- Three executed Interlocal Agreements

Thank you.



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

THIS AGREEMENT 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, In the event of an emergency, CITRUS or HERNANDO may have waste that it wishes to dispose of in the other County's solid waste disposal system; and

WHEREAS, both Counties have additional disposal capacity in its integrated solid waste management system and is willing to accept and dispose of additional solid waste from the other County during an emergency event; and

WHEREAS, CITRUS and HERNANDO, pursuant to Section 163.01, Florida Statutes, wish to enter into this Interlocal Agreement to provide for a mutual exchange of services for the disposal of solid waste at either waste disposal system during an emergency event; and

WHEREAS, through this cooperative agreement, CITRUS and HERNANDO wish to initiate successful and environmentally sound emergency Solid Waste Disposal options for the benefit of both County's residents.

NOW, THEREFORE, in consideration of the foregoing premises, which shall be deemed an integral part of this Interlocal Agreement, and of the mutual covenants and conditions hereinafter set forth, CITRUS and HERNANDO, intending to be legally bound, hereby agree as follows:

SECTION 1. PURPOSES

The WHEREAS clauses set forth above are incorporated herein by reference and made a part of this agreement. Based thereon, it is the purpose and intent of this Agreement to define the terms and conditions of mutual provisions of solid waste disposal services between the Counties. This Agreement is intended to provide a mutual exchange of services for the disposal of solid waste at either County's Solid Waste Management facility during an emergency event. All terms and conditions of this Agreement shall be interpreted in a manner consistent with, and in furtherance of, the purposes as set forth above.

SECTION II. AUTHORITY FOR AGREEMENT

This Agreement is entered into pursuant to the authority set forth in Chapter 87-441, Laws of Florida, Section 163.01, Florida Statutes, as amended, Section 252.38 Florida Statutes, and Chapter 403 Part IV, Florida Statutes. Either County warrants and represents to the other county that the execution and delivery of this Agreement has been duly authorized by all appropriate actions of the Governing Body of either County, and this Agreement has been executed and delivered by an authorized officer of either County, and this Agreement constitutes the legal, valid and binding obligation of either County enforceable against it in accordance with its terms (except as enforceability may be limited by applicable bankruptcy or similar laws affecting creditors' rights, and by application of equitable principles if equitable remedies are sought).

SECTION III. DEFINITIONS

Certain terms having specific definitions are used in this Agreement, and these terms and definitions, unless the context clearly indicates to the contrary, are as follows:

- A. CITRUS – shall mean CITRUS County, Florida, a political subdivision of the State of Florida.
- B. HERNANDO – means HERNANDO County, Florida, a political subdivision of the State of Florida.
- C. Governing Body of CITRUS – means the Board of County Commissioners of CITRUS County.
- D. Governing Body of HERNANDO – means the Board of County Commissioners of HERNANDO County.
- E. Emergency Event – shall mean locally declared state of emergency, failure of the landfill's normal and backup power supply, scales, scalehouse building and / or computers for scalehouse management system.
- F. Hazardous Waste – means a waste material, or a combination of waste materials, which because of its quantity, concentration, or physical, chemical, or infectious characteristics may cause, or significantly contribute to, an increase in mortality or an increase in serious irreversible or incapacitating reversible illness or may pose a substantial present or potential hazard to human health or the environment when improperly transported, disposed of, stored, treated, or otherwise managed. The term "hazardous waste" includes, but is not limited to, volatile, chemical, biological, explosive, flammable, radioactive, and toxic materials. "Hazardous Waste" shall also mean waste which is defined as harmful, toxic, dangerous or hazardous at any time during the term of this Agreement pursuant to i. Chapter 82-730 F.A.C ii. Any other Federal, State, HERNANDO County or local codes, statutes or laws; and iii. Any regulations, orders or other actions promulgate or taken with respect to the terms listed in (1) through (iii) above; provided, however, that any such materials which are later determined not to be harmful, toxic, dangerous or hazardous by any governmental agency or unit having appropriate jurisdiction shall not be considered "Hazardous Waste" unless a contrary determination has been made or is made by any other governmental agency or unit having appropriate jurisdiction.
- G. Non-processable Waste – means ashes, foundry sand, cesspool and other human wastes, human remains and animal carcasses, tree trunk sections, branches and stumps, matter or material or material longer than six feet, motor vehicles (including major parts such as transmissions, rear ends, springs, and fenders), agriculture machinery and equipment, marine vessels and their major parts, any other large machinery or equipment, liquid waste, any matter or material of which in the Solid Waste Disposal System is prohibited by any law, ordinance, rule, or regulation of any government or public agency having jurisdiction over the project and its operations, ordinance materials, Hazardous Waste and Special Waste.
- H. Solid Waste – shall have the same meaning as defined in Rule 62-701.200(13) F.A.C. ("Class I Waste" means solid waste that is not hazardous waste, and this is not prohibited from disposal in a lined landfill under Rule 62-701.300, F.A.C.)
- I. Solid Waste Disposal System – means any and all facilities used and useful by the Counties in collection, transportation, and disposal of solid waste, including as applicable, but not limited to, volume reductions, plants, sanitary landfills or other disposal means, resource recovery facilities, including transfer stations to the extent the transfer stations are provided or operated to carry out the provisions of proper disposal.
- J. Special Wastes – means any waste that require extraordinary management and includes, but is not limited to: abandoned automobiles; inoperative and discarded refrigerators, ranges, washers, water heaters, and other similar domestic and commercial appliances; used tires; waste oil; sludges; dead animals; septic tank pumpings; and infectious waste.
- K. Transfer Station – means a facility where solid waste is placed before being transferred to a solid waste processing or disposal facility.

SECTION IV. COUNTIES OBLIGATION TO PROVIDE DISPOSAL DURING EMERGENCY EVENTS

- 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. Such disposal services shall consist of either County accepting the waste from the other County for disposal in their respective Solid Waste Facility. The respective Counties shall be fully responsible for the control and ultimate disposition of the same.
- B. **Disposal Quantities** – Such disposal services shall consist of CITRUS accepting the waste from HERNANDO in the maximum amount of 150 tons per day during emergency operations and HERNANDO accepting the waste from CITRUS in the maximum amount of 400 tons per day during emergency operations. Emergency Operations shall be considered a 60 day period, which period may be extended in writing upon mutual agreement between the Counties.
- C. **Status of CITRUS Collectors** – HERNANDO agrees, subject to the tonnage limitations that licensed collectors from CITRUS which are authorized by CITRUS to utilize HERNANDO County's Solid Waste Facility shall be authorized to use said facility upon implementation of emergency operations by CITRUS.
 - a. **Authorized Disposal** – HERNANDO agrees that CITRUS shall not be charged for disposal under the terms of this Agreement for collectors or persons which have not been authorized by CITRUS to utilize the HERNANDO Solid Waste Facility. Any such unauthorized collector or person disposing of solid waste from CITRUS shall be charged by HERNANDO directly for the applicable tipping fee in the event HERNANDO elects to accept such waste.
- D. **Status of HERNANDO Collectors** – CITRUS agrees, subject to the tonnage limitations that licensed collectors from HERNANDO which are authorized by HERNANDO to utilize CITRUS County's Solid Waste Facility shall be authorized to use said facility upon implementation of emergency operations by HERNANDO.
 - a. **Authorized Disposal** – CITRUS agrees that HERNANDO shall not be charged for disposal under the terms of this Agreement for collectors or persons which have not been authorized by HERNANDO to utilize the CITRUS Solid Waste Facility. Any such unauthorized collector or person disposing of solid waste from CITRUS shall be charged by CITRUS directly for the applicable tipping fee in the event CITRUS elects to accept such waste.
- E. **Reports** – The Counties agrees to provide reports indicating the amount of waste received from either County under the terms of this Agreement.
- F. **Hours of Operations** – Both Counties agree that their Solid Waste Disposal Facilities shall be available to accept disposal of waste from the other County for not less than forty (40) hours per week, excluding weeks with legal holidays.

SECTION V: PAYMENT OBLIGATIONS

- A. **Service Fee** – Both Counties agree to pay the other County a service charge 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.
- B. **Source of Payments by Counties** – The obligation of either County to pay any monies due under the Agreement does not constitute a general indebtedness of either County within the meaning of any statutory or constitutional provision limiting the amount and nature of indebtedness that may be incurred by either County. The obligations and liabilities of either County under this Agreement are payable solely from operating and maintenance accounts or funds from either County's solid waste collection or disposal operations.
- C. **Irrevocable Commitment to Pay** – CITRUS and HERNANDO shall pay the billings submitted by either County throughout the term of this Agreement and said payment shall be without notice or demand and without set-off, counterclaim, suspension or deduction.

- D. **Collector Identification** – Both Counties shall provide to the other County specific information identifying the licensed collectors within their respective County, that are authorized to deliver waste to the respective County's Solid Waste Facility under the terms of this Agreement. Such identification shall include, but not be limited to, the collector's name, permit number, vehicle types and registration numbers, and such other information useful in the identification of authorized collectors.
- E. **Collector Responsibilities** – Both Counties agree that its' licensed collectors utilizing either County's Solid Waste Disposal Facility shall be responsible for the proper removal, transport and disposal of any non-processable waste, hazardous waste or special waste delivered to the County's Solid Waste Disposal Facility. Said collectors shall also be responsible for compliance with any applicable federal, state or local laws, including the respective Counties ordinances, governing the transportation and disposal of solid waste.

SECTION VI: COLLECTION OF SOLID WASTE

CITRUS and HERNANDO agree that both Counties shall be solely responsible for the collection of solid waste within either County. Furthermore, the Counties agree that they will take all necessary steps to require the collection services permitted or licensed by the respective Counties to deliver the waste at such location and during such times as either County shall direct during emergency events. It is affirmatively understood that neither County shall be obligated to accept waste under the terms of this Agreement from individual residents or other persons from the other County.

SECTION VII: TERM OF AGREEMENT

This Agreement shall have a term of one (1) year, which shall automatically renew for succeeding year periods, unless terminated by either party via the provision of sixty (60) days written notice prior to the expiration of that term year. Notice shall be provided to the administrator of the county being notified of termination. The Counties obligation to deliver and pay for the agreed upon delivered waste tonnage and obligation to accept such waste under the terms of this Agreement shall commence upon mutual agreement of both parties. This agreement is not a put or pay type of agreement.

SECTION VIII: COVENANT OF FURTHER ASSURANCES

The Counties agree that from and after the date of execution hereof, each will, upon the request of the other, execute and deliver such other documents and instruments and take such other action as may be reasonably required to carry out the purpose and intent of this Agreement.

SECTION IX: PRIOR AGREEMENTS

This Agreement shall supersede any or all other agreements between CITRUS and HERNANDO, if any, to the extent that the terms and provisions of any such agreement conflict with the terms and provisions of this Agreement.

SECTION X: ASSIGNMENT

No assignment, delegation, transfer, of this Agreement or part hereof, shall be made, unless approved by both Counties.

SECTION XI: NOTICE

Any notices or other rights permitted or required to be delivered pursuant to the Agreement, shall be delivered to HERNANDO, at the Office of the HERNANDO County Administrator and to CITRUS, at the Office of CITRUS County Administrator.

SECTION XII: AMENDMENT

This Agreement may only be amended by writing duly executed by CITRUS and HERNANDO.

SECTION XIII: FORCE MAJEURE

In the event either County's performance of this Agreement is prevented or interrupted by consequence of an act of God, or of the public enemy, or national emergency, allocation or other governmental restrictions upon the use or availability of labor or materials, rationing, civil insurrection, riot, racial or civil rights disorder or demonstration, strike, embargo, flood, tidal wave, fire, explosion, bomb detonation, nuclear fallout, windstorm, hurricane, sinkholes, earthquake, or other casualty or disaster or catastrophe, or an order, judgment or injunction of any court, or state or deferral administrative agency exercising jurisdiction over the subject matter of this Agreement, or a federal or state statute, or the incorporation of previously unincorporated areas within either County, that the parties shall not be liable for such nonperformance, and the time of performance shall be extended for such time period that such party is diligently attempting to perform.

IN WITNESS WHEREOF, the parties hereto have executed the foregoing agreement on this 19th day of November, 2013 (date of last party's execution).



ATTEST:

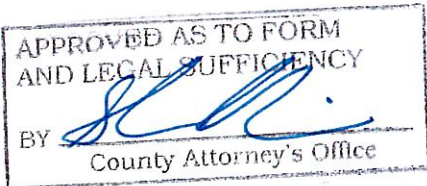
Don Barbee

Don Barbee, Clerk

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

David D. Russell, Jr.

David D. Russell, Jr., Chairman



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

ATTEST:

Angela Vick

Angela Vick, Clerk



J. J. Kenney

Chairman

Approved as to form for the Reliance of Citrus County only:

Richard Wm. Wesch

Richard Wm. Wesch
County Attorney