

**MEMORANDUM OF UNDERSTANDING
PAPER RECYCLING PROGRAM**

This **MEMORANDUM OF UNDERSTANDING** (MOU) is entered into on this _____ day of _____, 2024, by and between District Board of Trustees of Pasco-Hernando State College (PHSC) and Board of County Commissioners, Hernando County, Florida (BOCC).

WITNESSETH:

WHEREAS, PHSC and BOCC both have an interest in resource sustainability; and

WHEREAS, the BOCC through its Solid Waste and Recycling Department (the “Department”) wish to cooperate with PHSC in a “no cost” paper recycling program; and

WHEREAS, this agreement serves as a commitment for the Department to provide recycling pick-up services at two campuses of PHSC and as a commitment from PHSC to act as an active participant to provide paper for the purpose of recycling to the Department.

NOW, THEREFORE, it is mutually agreed between the parties:

ARTICLE 1. DEFINITIONS

1.1 *Paper* shall mean material manufactured in thin sheets from the pulp of wood or other fibrous substances, used for writing, drawing, or printing on, or as wrapping material.

1.2 *Contamination* shall mean any material that is not paper or any paper that contains excessive glue, oil, food residue or other material that renders it unable to be recycled in the Department’s recycling program.

ARTICLE 2. PURPOSE

2.1 Solid Waste and Recycling Department to provide paper recycling collection services at the PHSC campuses listed below:

Spring Hill Campus
450 Beverly Court
Spring Hill, FL 34606
Contact person: Amy Anderson, Provost
352-340-4801
andersa@phsc.edu

North Campus
11415 Ponce de Leon Boulevard
Brooksville, FL 34601
Contact person: Reggie Wilson, Provost

352-797-5001
Wilsonr@phsc.edu

2.2 PHSC will provide paper for recycling which may or may not be shredded mixed paper. In the future, PHSC may provide cardboard for recycling.

ARTICLE 3. SCOPE OF WORK AND PARTIES RESPONSIBILITIES

3.1 Scope of Work and Responsibilities:

A. The Department shall provide the following equipment and services to the above PHSC campuses:

1. Two large rolling carts (“carts”), approximately 96 gallons each for the purpose of collecting recyclable paper.
2. Acceptance of the paper will be conditioned upon the paper being free of contamination. Department will not pick up excessively contaminated carts for disposal and will notify the appropriate PHSC contact listed in paragraph (2.1).
3. In the event that contamination rates remain high, PHSC and the Department will work cooperatively to educate users and reduce contamination. If the contamination rates cannot be reduced, the BOCC may cancel the agreement as provided for in this contract.
4. PHSC will place paper designated for recycling in the supplied carts. Any shredded paper will remain in bags and placed in the carts. Otherwise, whole paper should be removed from plastic bags before placing in the carts.
5. The Department will pick up, approximately once per week, the paper that has been placed in the carts at no cost to PHSC directly from the above campus locations.
6. The Department will process the paper at its recycling center.
7. If the recycling center detects contamination, the Department will not charge a fee to PHSC for any contamination cost.

B. The following conditions of use must be adhered to by PHSC:

1. The carts shall be utilized for the sole purpose of collecting recyclable materials (specified in Article 3.1(A)) and related to the business of PHSC.
2. PHSC shall use all reasonable means to ensure the security of the carts which may include locking the wheels to the carts.

3. The carts will be located in an area that is convenient.
 - a. Spring Hill Campus - the carts will be located next to the campus dumpsters.
 - b. North Campus- the carts will be located beside portables P001 (EMT/Paramedics) and P003 (Nursing Lab).
 4. PHSC must provide and maintain appropriate signage on the carts to maintain quality control of material being placed in the carts.
 5. PHSC must provide education for staff on the importance of quality control of the types of materials to be collected through this recycling program in this MOU.
 6. Once the Department places the carts on the campus, PHSC shall not move the carts without the express written approval by the Department, except in an emergency.
 7. PHSC shall be solely responsible for the keeping the carts clean during the course of this MOU.
 8. PHSC shall be responsible for any and all damage to the carts that is not caused directly by the Department during the term of this MOU while the carts are located on PHSC property.
 9. Upon the termination of this MOU, PHSC shall return the carts in good working order, with documented records of all maintenance performed on the carts, if applicable.
 10. Upon termination of this MOU, the Department will directly retrieve the carts from PHSC property within seven (7) days from the date of the termination.
- C. PHSC shall provide the following:
1. All necessary personnel to support the collection of recyclables as defined by this MOU.
 2. Alternative disposal methods for unacceptable materials not being collected pursuant to this MOU.
 3. An education effort informing users of the acceptable materials and rules regarding use of the program.
 4. Monitoring of collected materials in order to limit contamination of allowed materials.

5. Education and outreach to PHSC departments on each campus regarding recycling program to ensure active participation and proper sorting of materials.

ARTICLE 4. EFFECTIVE DATE AND TERM

4.1 The effective date shall be the date the last of the parties to be charged executes the MOU ("Effective Date"). This MOU shall remain in effect until terminated by either party by written notice to the other party at least 30 days prior to the intended date of termination. Notice shall be given to the PHSC contacts listed in Article 2.1 of this MOU with a copy to the PHSC General Counsel, 10230 Ridge Road, New Port Richey, FL 34609. PHSC shall provide notice to Hernando County Solid Waste & Recycling, 14450 Landfill Rd., Brooksville, FL 34614 for the BOCC.

ARTICLE 5. HOLD HARMLESS AND INDEMNIFICATION

5.1 Each party shall be responsible for any and all claims, liabilities, damages or judgments that may arise as a result of their own negligence or intentional wrongdoing. Each party shall hold harmless and indemnify the other party against any such claims, liabilities, damages or judgments which may be asserted against, imposed or incurred by the other party.

Nothing in this agreement shall be deemed a waiver of the College's or BOCC's sovereign immunity beyond that established in Florida Statute 768.28. Both parties specifically retain all protections provided in said statute, including limitations on damages and all procedural and substantive rights and protections.

ARTICLE 6. AMENDMENT

6.1 This Memorandum of Understanding shall not be altered, changed or amended except by instrument in writing.

ARTICLE 7. GOVERNING LAW

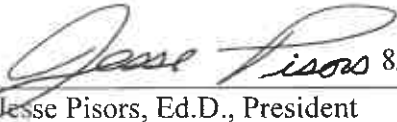
7.1 This MOU and all matters arising out of or relating to this MOU, are governed by, and construed in accordance with, the laws of the State of Florida, without giving effect to its conflict of law's provisions.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties set their hands:

**DISTRICT BOARD OF TRUSTEES OF
PASCO-HERNANDO STATE
COLLEGE**

**HERNANDO COUNTY BOARD OF
COUNTY COMMISSIONERS**

By:  8/30/2024
Jesse Pisors, Ed.D., President

By: _____
Elizabeth Narverud, Chairperson

Attest:

Legal Language Previously Approved by PHSC Legal Counsel

Initials PAN

Douglas A. Chorvat, Jr.
Clerk of the Court & Comptroller

APPROVED

By nadolsp at 3:31 pm, Aug 29, 2024

Approved as to Form and Legal Sufficiency



County Attorney's Office