

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY AUTHORIZING ITS CHAIR TO SIGN AN INTERLOCAL AGREEMENT WITH THE CITY OF JACKSONVILLE, FLORIDA FOR THE DISPOSAL OF SOLID WASTE; PROVIDING AN EFFECTIVE DATE.

WHEREAS, St. Johns County expects to close operation of its landfill and must ensure the immediate and uninterrupted availability of facilities and capacity for disposal thereafter of solid waste generated within St. Johns County; and,

WHEREAS, the City of Jacksonville ("City") owns a Class I solid waste disposal facility in Duval County, hereafter referred to as the Trail Ridge Landfill; and,

WHEREAS, Trail Ridge Landfill is permitted by the State of Florida to receive wastes of the kind generated by St. Johns County and that are collected by county forces or its contractor(s); and

WHEREAS, Trail Ridge Landfill currently has the excess capacity to meet St. Johns County's projected needs for many years; and,

WHEREAS, St. Johns County wishes to dispose of all solid waste generated in the unincorporated portions of the county at the Trail Ridge Landfill; and, the City is willing to receive certain disposable wastes from St. Johns County at the landfill for the term of this agreement; and,

WHEREAS, Section 403.706(8), Florida Statutes, authorizes St. Johns County and the City to enter into written agreements with others, including neighboring counties and cities, to meet their solid waste disposal needs, in whole or in part; and

WHEREAS, St. Johns County has currently contracted with Seaboard Waste Systems, Inc. a Florida corporation, to operate in St. Johns County a Transfer Station, and to transfer from the

Transfer Station, and collect and haul directly, solid waste to a permitted Class I solid waste disposal facility; and

WHEREAS, the St. Johns County and the City desire to enter into a direct contractual relationship hereby to provide for the disposal of all Solid Waste generated in St. Johns County, and to receive St. Johns County's waste at the Trail Ridge Landfill and to set forth the formal terms, conditions, rights, and remedies of the parties thereunto appertaining.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA that:

Section 1. The Chairman of the Board of County Commissioners is authorized to sign an Interlocal Agreement pertaining to Solid Waste, substantially in the form attached as Exhibit A, attached hereto and incorporated herein, with the City of Jacksonville, Florida.

Section 2. This resolution shall take effect upon passage.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, State of Florida, this 1<sup>st</sup> day of June, 1999.

BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA

By: Marc A. Jacalone  
Marc A. Jacalone, Chairman

ATTEST: CHERYL STRICKLAND

By: Iyonna King  
Deputy Clerk

**INTERLOCAL AGREEMENT  
FOR SOLID WASTE DISPOSAL**

FILED

THIS INTERLOCAL AGREEMENT (the Interlocal Agreement) is made and entered into and between the City of Jacksonville (the City), and St. Johns County (St. Johns County), political subdivisions of the State of Florida

99 JUN -7 AM 11:45  
CLERK OF SUPERIOR AND  
JURY COMMISSION  
ST. JOHNS COUNTY FL

WHEREAS, it is the design, purpose, and intention of the parties hereto to permit said parties, individually and collectively, to make the most efficient use of their respective powers, resources and capabilities in regard to solid waste disposal services and facilities in a manner most consistent with the geographic, economic, demographic and other factors influencing their respective needs and the development of their respective and joint communities, and,

WHEREAS, St. Johns County operates a solid waste disposal facility located in St. Johns County, Florida; and,

WHEREAS, St. Johns County expects to close its landfill and must ensure the immediate and uninterrupted availability of facilities and capacity for disposal thereafter of solid waste generated within St. Johns County; and,

WHEREAS, the City owns a Class I solid waste disposal facility in Duval County, hereafter referred to as the Trail Ridge Landfill; and,

WHEREAS, Trail Ridge Landfill is permitted by the State of Florida to receive wastes of the kind generated by St. Johns County and that are collected by county forces or its contractor(s); and

WHEREAS, Trail Ridge Landfill currently has the excess capacity to meet St. Johns County's projected needs for many years; and,

WHEREAS, St. Johns County wishes to dispose of all solid waste generated in the unincorporated portions of the county at the Trail Ridge Landfill; and, the City is willing to receive certain disposable wastes from St. Johns County at the landfill for the term of this agreement; and,

WHEREAS, Section 405.706(8), Florida Statutes, authorizes St. Johns County and the City to enter into written agreements with others, including neighboring counties and cities, to meet their solid waste disposal needs, in whole or in part; and

WHEREAS, St. Johns County has currently contracted with Seaboard Waste Systems, Inc. a Florida corporation, to operate in St. Johns County a Transfer Station, and to transfer from the Transfer Station, and collect and haul directly, solid waste to a permitted Class I solid waste disposal facility; and

WHEREAS, the parties desire to enter into a direct contractual relationship hereby to provide for the disposal of all Solid Waste generated in St. Johns County, and to receive St. Johns County's waste at the Trail Ridge Landfill and to set forth the formal terms, conditions, rights, and remedies of the parties thereunto appertaining.

WITNESSETH

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein, and for other good and valuable consideration, the receipt of which and the adequacy of which are mutually acknowledged, with each party accordingly waiving any challenge to the sufficiency of such consideration, it is mutually covenanted, promised and agreed by the parties hereto as follows:

1. AUTHORITY; GENERAL RESPONSIBILITIES; CONDITIONS PRECEDENT

This Interlocal Agreement is entered into pursuant to the provisions of Sections 403.703(8) and 163.01, Florida Statutes, which is commonly known as the "Florida Interlocal Cooperation Act of 1969" (the Act), and all applicable portions of the Act are made a part hereof and incorporated herein as if set forth at length herein, including but not limited to the following specific provisions:

- (a) All of the privileges and immunities and limitations from liability, exemptions from laws, ordinances and rules, and all pensions and relief, disability, workers' compensation and other benefits which apply to the activity of officers, agents, or employees of the parties hereto when performing their respective agencies, shall apply to the same degree and extent to the performance of such functions and duties of such officers, agents or employees extra-territorially under the provisions of this Interlocal Agreement.
- (b) This Interlocal Agreement does not and shall not be deemed to relieve any of the parties hereto of any of their respective obligations or

responsibilities imposed upon them by law except to the extent of the actual and timely performance of those obligations or responsibilities by one or more of the parties to this Interlocal Agreement, in which case performance provided hereunder may be offered in satisfaction of the obligation or responsibility.

- (c) As a condition precedent to its effectiveness, this Interlocal Agreement and any subsequent amendments hereto shall be filed with the Clerk of the Court of Duval County and with the Clerk of the Court of St. Johns County.

2. DEFINITIONS:

As used herein the following terms shall have the meanings attributed thereto, unless the context clearly indicates otherwise:

- (a) "Class I Solid Waste Disposal Facility" means the Trail Ridge Landfill, a Class I landfill as defined under Rule 62-701.340(3)(a) and (c), Florida Administrative Code, or any successor rule or regulation thereto.
- (b) "Commercial Solid Waste" means Solid Waste generated by commercial establishments and transported from the Transfer Station or by Direct Haul by the Contractor to Trail Ridge Landfill on a truck numbered or otherwise identified by St. Johns County as being a truck transporting its Commercial Solid Waste.
- (c) "Commercial Special Waste" means Special Waste generated by commercial establishments and from the Transfer Station or transported by Direct Haul by the Contractor to the Trail Ridge Landfill on a truck

numbered or otherwise identified by St. Johns County as being a truck transporting its Commercial Special Waste.

- (d) "Contractor" means Seaboard Waste Systems, Inc., or any other corporation(s) or entity authorized in writing by St. Johns County to transport Solid Waste or Special Waste from the Transfer Station or by Direct Haul to the Trail Ridge Landfill.
- (e) "Department" means the Florida Department of Environmental Protection, and any successor agency thereto.
- (f) "Direct Haul" means transporting by the Contractor of Solid Waste or Special Waste to Trail Ridge Landfill directly from the Contractor's collection area in St. Johns County.
- (g) "Effective Date" means the last date the Agreement is filed with the appropriate county clerk, or five days after the last of the parties hereto has executed this Interlocal Agreement, whichever is earliest.
- (h) "F.A.C." means the Florida Administrative Code.
- (i) "Hazardous Waste" means hazardous waste, as defined in Section 403.703 (21), Florida Statutes, or any successor statute thereto, or agency rule(s) promulgated thereunder.
- (j) "Notice" means written notice delivered by certified or registered mail, return receipt requested, or by hand delivery, or by overnight delivery service.
- (k) "Permit" means the written authorization issued by a regulatory agency with jurisdiction for the siting, construction and/or operation of a Class I



Solid Waste Disposal Facility or a Transfer Station provided all procedural standards, performance standards and conditions set forth therein are met.

- (l) "Permit Modification" means a change or alteration to the procedural standards, performance standards or conditions of a Permit.
- (m) "Residential Solid Waste" means garbage, trash, and rubbish usual to housekeeping and generated solely by residents in the ordinary course of residential occupancy of a premise, and transported from the Transfer Station or by Direct Haul by the Contractor to the Trail Ridge Landfill on a truck numbered or otherwise identified by St. Johns County as being a truck transporting its Residential Solid Waste.
- (n) "Scales" means a platform truck scale weighing device which meets with the design specification and performance accuracy requirements of the scale code in the National Institute of Standards and Technologies Handbook 44, and is certified by the Florida Department of Agriculture, or any successor agency thereto.
- (o) "Solid Waste" means solid waste, as defined by Section 403.703(13), Florida Statutes, and Rule 62-701.200(102), F.A.C., or any successor agency rule promulgated thereunder, which can lawfully be disposed of in a permitted Class I Solid Waste Disposal Facility.
- (p) "Solid Waste Disposal Capacity," with respect to a Solid Waste Disposal Facility means the declining capacity authorized under the Permit expressed in cubic yards, and calculated on an annual basis.
- (q) "Solid Waste Disposal Facility" means a Class I Solid Waste Disposal

Facility.

- (r) "Special Waste" means waste materials as defined in Section 403.703(32), Florida Statutes, which are not Hazardous Waste but do require special processing. Special Waste includes, but is not limited to, Waste Tires, White Goods, euthanized animals, and asbestos.
- (s) "Ton" means two thousand pounds.
- (t) "Unacceptable Waste" means sludge, hazardous waste, infectious waste and biological waste.
- (u) "Waste Screening Program" means a program for detecting and preventing Hazardous Waste from entering a Class I Solid Waste Disposal Facility or Transfer Station, and includes random inspection of incoming loads of Solid Waste, record keeping, training and procedures to notify the proper regulatory agency(s) when Hazardous Waste has entered such Class I Solid Waste Disposal Facility or Transfer Station.
- (v) "Trail Ridge Landfill" means the Class I Solid Waste Disposal Facility owned by the City located in Duval County, and as described in the Department's Permit No. 0013493-002-SC, expiring November 25, 2002.
- (w) "Transfer Station" means the Solid Waste processing and transportation facility owned by and located in St. Johns County, and as described in the Department's Permit No. 0148534-001-SO, and 55-148010-001-ES expiring February 18, 2004.
- (x) "Waste Tire" is as defined by Rule 62-701.200(122), F.A.C.
- (y) "White Goods" are as defined by Rule 62-701.200(129), F.A.C.

- (z) "Year-End Volume Summary" means the volume calculations prepared by the City's facility operator providing the volume of disposal capacity utilized during the operating year, the remaining life and capacity (in cubic yards or tons ) of the constructed and operating portion of the Class I Solid Waste Disposal Facility and remaining capacity of other permitted areas not yet constructed at the Trail Ridge Landfill. The annual estimate shall be based upon an aerial survey. The survey and computations shall be performed, signed and sealed by a land surveyor or professional engineer licensed in the State of Florida.

3. TERM AND SPECIAL CONDITIONS

- (a) Unless sooner terminated as provided herein, the term of this Interlocal Agreement shall commence on the Effective Date of this Agreement and shall continue thereafter for a period of eighty-four (84) consecutive calendar months and shall terminate on the last day of the last calendar month. The Agreement may be renewed upon mutual consent of both parties for additional five (5) year periods, under the same terms and conditions or as otherwise agreed by the parties; *provided however*, any and all renewals must first be presented to and approved by the Council of the City of Jacksonville.
- (b) (1) Except as otherwise provided herein, if either party commits a default (the "defaulting party") and continues or fails to cure such default for or during thirty (30) days after the other party has given the defaulting party Notice of such default, the other party may, at

its option, (i) terminate this Agreement in the manner and on the conditions provided in paragraph 3(b)(5) below; and/or (ii) have recourse to any other right or remedy to which it may be entitled by law or in equity. The non-defaulting party's selection of any remedy specified herein shall not be construed as a waiver of any other specified options or any other rights at law or in equity related to the defaulting party's default on the same terms and conditions.

- (2) If a default does not endanger the health, safety, or welfare of the parties or their respective citizens, and with the exercise of due diligence a cure cannot reasonably be effected during the aforesaid thirty (30) day period, but can be cured within a reasonable time greater than thirty (30) days, the defaulting party may request to extend the cure period for an additional thirty (30) days and such request shall not be unreasonably denied. In the event either party waives a default by the other party, such waiver shall not be construed or determined to be a continuing waiver of the same or any subsequent default.
- (3) The persistent, repeated, or substantial failure or refusal by either party to substantially fulfill any of its material obligations in accordance with this Agreement, unless excused or justified by a default by the other party, or other legally recognized cause customarily justifying or excusing non-performance shall

constitute a "default" as such word is used in the Agreement; provided, however, that failure or refusal shall not constitute a default unless and until the failing or refusing party has been given Notice by the other party that a failure or refusal is deemed to exist, which will, unless corrected within thirty (30) days, or within such additional time as may be allowed under paragraph 3(b)(2), constitute a default on the part of the failing or refusing party.

- (4) If there is a disagreement between the parties about whether a default has occurred, or the appropriate action to cure any default, a meeting of the two parties or their representatives shall be promptly held.
- (5) In the event either party shall fail or refuse to cure a default as required by paragraph 3(b)(1) above, this Interlocal Agreement may be terminated for such cause by the Jacksonville City Council or by a majority vote of the full membership of the Board of County Commissioners of St. Johns County.
- (c) Changes in Law – In the event of any change in applicable state or federal law that directly or materially increases or decreases the City's cost of operating the facility, any party may request to adjust the then current fees to reflect the change. Such request shall not be unreasonably denied. If any change in law requires operational changes at Trail Ridge Landfill, including closure or curtailment of operations before the expiration of this Agreement, the City will

comply with the applicable law, and St. Johns County agrees to any resulting limitation of its rights under this Agreement.

4.

RIGHTS AND OBLIGATIONS OF ST. JOHNS COUNTY

- (a) Commencing on the Effective Date of the Interlocal Agreement, and for a period not to exceed 90 days, St. Johns County shall have the right, but not the obligation, to cause to be delivered to the Trail Ridge Landfill all or any portion of the Solid Waste generated within St. Johns County. Not later than 90 days after the Effective Date, all of the Solid Waste generated within St. Johns County and collected or received by the County and/or its Contractor(s) shall be delivered to the Trail Ridge Landfill, with the exception of Solid Waste generated within any municipality in St. Johns County that chooses not to deliver its Solid Waste to the Transfer Station.
- (b) St. Johns County shall not deliver more than a maximum of 2,800 tons of Solid Waste per landfill operating week during the first year of this agreement to the Trail Ridge Landfill. Additionally St. Johns County shall not deliver more than 110,000 tons of Solid Waste during the first year of this agreement to the Trail Ridge Landfill. These maximum tonnage limits shall be increased five percent (5%) yearly on the anniversary date of this agreement.
- (c) St. Johns County shall use its best efforts to prevent the delivery by the Contractor of Hazardous Waste to the Trail Ridge Landfill whether from the Transfer Station or by Direct Haul. As used

herein, the term, "best efforts" shall mean the implementation, rigorous enforcement, and continuous updating of Waste Screening Program at the Transfer Station and comparable supervision of Direct Haul services. Upon reasonable request, St. Johns County shall furnish to the City a copy of its Waste Screening Program documentation.

- (d) If any unacceptable waste is transported from the Transfer Station or by Direct Haul to the Trail Ridge Landfill, St. Johns County shall remove the unacceptable waste, or pay Trail Ridge Landfill to remove it, provided Trail Ridge Landfill identifies and segregates the waste. The City shall provide St. Johns County a reasonable (24 hour minimum) period to remove said waste unless the immediate removal of the unacceptable waste is required to prevent an imminent endangerment to the environment or the health and safety of its citizens or employees.

##### 5. RIGHTS AND OBLIGATIONS OF THE CITY

- (a) Commencing on the Effective Date of this Interlocal Agreement, the City shall cause to be accepted at the Trail Ridge Landfill for disposal therein all Solid Waste transported from the Transfer Station or by Direct Haul, provided all such Solid Waste has been generated exclusively within the geographic boundaries of St. Johns County, including any of its municipalities. The City shall not be obligated to accept more than the tonnages from St. Johns

County specified in paragraph 4(b).

- (b) The City shall use its best efforts to prevent the delivery of Hazardous Waste to the Trail Ridge Landfill from any source. As used herein, the term "best efforts" shall mean the implementation, rigorous enforcement, and continuous updating of a Waste Screening Program at the Trail Ridge Landfill. Upon reasonable request, the City shall furnish to St. Johns County a copy of its Waste Screening Program documentation.
- (c) The City shall maintain Scales at the Trail Ridge Landfill as may be required by law and/or any regulatory agency with jurisdiction, and shall cause all Solid Waste delivered from the Transfer Station or by Direct Haul to be weighed thereon. The results of each such weighing shall be permanently and accurately recorded. The City, at its cost and expense, shall test and recalibrate the Scales as often as may be required by applicable laws and/or any regulatory agency with jurisdiction. In the event that said testing reveals that the Scales are operating outside of the tolerances allowed under applicable laws and/or by any regulatory agency with jurisdiction, then the City shall immediately adjust its tonnage receipt records by an amount equal to the percentage the Scales are out of tolerance times the number of Tons delivered from the Transfer Station or Direct Hauled and received across the Scales from the time at which the Scales first became out of tolerance. If the



adjustment reflects a reduction in tonnage of Solid Waste, then the City will credit the accounts receivable of St. Johns County and/or the Contractor, as appropriate, based on the Disposal Fee paid or owed under Paragraph 6 hereof. If the adjustment reflects an increase in tonnage of Solid Waste, then the City will debit the accounts receivable of the responsible party based on the Disposal Fee under Paragraph 6 hereof.

- (d) The City shall maintain a weight record containing the weight, date, time, and vehicle identification number of each delivery vehicle transporting Solid Waste to the Trail Ridge Landfill from the Transfer Station or Direct Haul, and also a description of any items of Special Waste and the date delivered and vehicle identification number of the delivery vehicle.
- (e) The City shall provide to St. Johns County a copy of its year-end summary of tonnage of all Solid Waste and quantities and kinds of Special Waste received and disposed of at the Trail Ridge Landfill for the preceding fiscal year. Such reporting shall occur for each fiscal year in which Solid Waste and Special Waste is delivered from the Transfer Station or Direct Hauled to the Trail Ridge Landfill. For purposes of this Interlocal Agreement, each fiscal year for each party shall run from October 1 through the following September 30.
- (f) The City, for the duration of this Interlocal Agreement: (1) shall

have the continuing obligation, and shall take all actions necessary, to apply for, timely seek renewal of, and maintain in good standing any and all permits, including but not limited to those pertaining to construction, operating, stormwater, and environmental matters, as may be necessary for the lawful operation of a Class I Solid Waste Disposal Facility at the Trail Ridge Landfill, and (2) shall take no actions which would adversely affect the retention of any and all permits, including but not limited to those pertaining to construction, operating, stormwater, and environmental matters, as may be necessary for the lawful operation of a Class I Solid Waste Disposal Facility at the Trail Ridge Landfill. Immediately upon the complete execution of this Interlocal Agreement by the parties, the City, at its expense, shall ensure that the receipt of Solid Waste from St. Johns County shall not violate any Permit held by the City.

- (g) The City, for the duration of this Interlocal Agreement, shall have the continuing obligation to promptly give Notice to St. Johns County of each occasion that the City receives a notice of (1) violation, or any similar notification from any regulatory agency with respect to the Class I Solid Waste Disposal Facility at the Trail Ridge Landfill; or (2) direction from any regulatory agency to implement a contamination assessment plan approved by the Department with respect to the Trail Ridge Landfill.

(h) The City reserves the right to make and enforce reasonable rules and regulations concerning the operation of the Trail Ridge Landfill, the conduct of the drivers and others on the landfill premises, and sources of Solid Waste and Special Waste and any other matters necessary or desirable for the safe, legal and efficient operation of the landfill. Such rules and regulations include, but are not limited to, speed limits imposed within the landfill, the wearing of safety equipment by all individuals allowed on the landfill, and the admittance order of vehicles arriving at the landfill.

6. CONSIDERATION AND DISPOSAL FEES

- (a) During the first twelve (12) months of the term of this Interlocal Agreement commencing on the Effective Date, the fee to be charged by the City (the Disposal Fee) to St. Johns County for receiving Solid Waste transported from the Transfer Station or by Direct Haul for disposal at the Trail Ridge Landfill shall be Twenty-five Dollars (\$25.00) per Ton. Following the first twelve (12) months of the term of this Interlocal Agreement, the Disposal Fee shall be adjusted upward or downward from time to time as provided in Paragraph 6(c).
- (b) St. Johns County shall pay the appropriate Disposal Fee to the City on all Solid Waste and all Special Waste transported from the Transfer Station or Direct Hauled to the Trail Ridge Landfill.

(c) Commencing on the anniversary date of the Effective Date of this Interlocal Agreement, and on each consecutive anniversary date thereafter, the current landfill Disposal Fee for Solid Waste shall be adjusted upwards or downwards by a factor which shall be the product of the decimal fraction 0.70 times the preceding twelve-month change in the Consumer Price Index (CPI), said change being expressed as a decimal fraction (the "Adjustment Factor"). The twelve-month change in the CPI shall be the percentage of change in the CPI for the most current twelve-month period immediately preceding each annual adjustment date for which published final figures are available. The Disposal Fee for Solid Waste as adjusted on each anniversary date shall be equal to the then current Disposal Fee plus (or minus in the case of a decrease in the CPI) the product of the then current Disposal Fee times the Adjustment Factor. The adjusted Disposal Fee shall be expressed correct to the nearest whole cent (\$0.01), and shall apply to Solid Waste delivered to the Trail Ridge Landfill on or after each such anniversary date. The Consumer Price Index used herein shall be the revised Consumer Price Index for Urban Wage Earners and Clerical Workers for all items - U.S. City Average, published by U.S. Department of Labor, Bureau of Labor Statistics, 1967 = 100.

In the event that the U.S. Department of Labor, Bureau of Labor Statistics ceases to publish the said Index, the parties shall

substitute another equally authoritative measure of change in the purchasing power of the U.S. dollar as may be then available so as to carry out the intent of this Paragraph 6(c).

- (d) The City shall collect and St. Johns County shall pay monthly the amount of Disposal Fee owed by St. Johns County under the terms of this Agreement. Each invoice shall cover the period of the immediately preceding one (1) calendar month, and shall be mailed to St. Johns County no later than the tenth (10<sup>th</sup>) day of each month. St. Johns County shall pay each invoice in accordance with the requirements of Part VII of Chapter 218 of the Florida Statutes - the Florida Prompt Payment Act.
- (e) The Trail Ridge Landfill is not intended to be the primary disposal site for Special Waste generated in St. Johns County. However, for so long as St. Johns County disposes of Solid Waste at the Trail Ridge Landfill pursuant to this Agreement, it is agreed that Special Waste may be disposed of at the Trail Ridge Landfill. The Disposal Fee for Special Waste is contained on Exhibit A attached hereto as the Special Waste Disposal Fee Schedule. Acknowledging that the City periodically adjusts the Special Waste Disposal Fee, St. Johns County will be charged the same Special Waste Disposal Fee as the City charges its own citizens in Duval County for disposal of similar items of Special Waste. The City will provide St. Johns County the same period of advance

notice as is given its citizens.

7. MISCELLANEOUS

- (a) **Limitations Upon Consent.** Whenever, under the terms of this Interlocal Agreement, either party is called upon to give its written consent, and except as provided under Paragraph 7(g), such written consent will not be unreasonably withheld.
- (b) **Form of Consent.** All consents and approvals of any kind required under this Interlocal Agreement shall be in writing. Whenever, under the terms of this Interlocal Agreement, either party is authorized to give consent, such consent may be given and shall be conclusively evidenced by a writing executed by an appropriate officer.
- (c) **Notices, Documents, and Consents.** All notices required to be given or authorized to be given by any party pursuant to this Interlocal Agreement shall be in writing and shall be deemed delivered when received, either by the United States Postal Service by certified mail (return receipt requested), or by hand delivery, or delivered by an overnight delivery service.

To the City:

City of Jacksonville  
Department of  
Solid Waste and Resource Management  
515 North Laura Street, 6<sup>th</sup> Floor  
Jacksonville, Florida 32202-3111

To St. Johns County:

St. Johns County  
County Administrator  
P. O. Drawer 349  
St. Augustine, Florida  
32085-0349

- (d) **Amendments.** This Interlocal Agreement may be amended from time to time only by written agreement duly authorized and executed by the parties hereto.
- (e) **Severability.** If any provisions of this Interlocal Agreement shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect any of the remaining provisions of this Interlocal Agreement, and this Interlocal Agreement shall be enforced as if such invalid and unenforceable provision had not been contained herein.
- (f) **Execution of Documents.** Each party agrees that it will execute any and all documents or other instruments, and take such other action as is necessary to give effect to the terms and intent of this Interlocal Agreement.
- (g) **Assignment.** Neither party may assign, transfer, or otherwise vest in any other person, any of its rights or obligations under this Interlocal Agreement without the prior written consent of the other party. Except as otherwise expressly provided elsewhere in this Interlocal Agreement, such consent may be withheld for any or no reason, the provisions of Paragraph 7(a) to the contrary notwithstanding.
- (h) **Successors and Assigns.** This Interlocal Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto

and their respective successors and permitted assigns.

- (i) **Waiver.** No waiver by either party of any term or condition of this Interlocal Agreement will be deemed or construed as a waiver of any other term or condition, nor shall a waiver of any breach be deemed to constitute a waiver of any subsequent breach, whether of the same or of a different paragraph, subparagraph, clause, phrase, or other provision of this Interlocal Agreement. Making payment pursuant to this Interlocal Agreement during the existence of a dispute shall not be deemed to and shall not constitute a waiver of any of the claims or defenses of the party making such payment.
- (j) **Governing Law and Venue.** This Interlocal Agreement shall be governed and construed under and pursuant to the laws of the State of Florida, and the United States of America. Unless the parties otherwise agree, the venue of any action or proceeding brought under the provisions of this Interlocal Agreement shall be in Duval County, Florida.
- (k) **Confidentiality.** All written materials and oral communications between either party shall be deemed public information and shall remain a matter of public record in perpetuity unless otherwise provided or allowed by law.
- (l) **Time is of the Essence.** Time is of the essence with respect to this Interlocal Agreement and each of its terms and provisions.



- (m) **Remedies.** Each party shall have the right to seek the judicial enforcement and interpretation of this Interlocal Agreement, and to avail itself of all remedies available to it arising at law or in equity for the breach of this Interlocal Agreement. Remedies are mutually available, and include damages and specific performance, as appropriate.
- (n) **Attorneys' Fees and Costs.** In the event of any action or administrative proceeding between the parties arising under this Interlocal Agreement, the prevailing party will be entitled to an award of reasonable attorneys' fees and costs, including such fees and costs incurred by it in the pursuit of any appellate proceedings, regardless of whether such action or administrative proceeding is pursued before any state or federal court or agency.
- (o) **Non-ad valorem obligation.** Both parties understand and intend that the obligations of St. Johns County to make payments hereunder shall constitute a current expense payable solely from non-ad valorem funds of St. Johns County, and shall not in any way be construed to be a debt of St. Johns County in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of an indebtedness by St. Johns County, nor shall anything contained herein constitute a pledge of the ad valorem tax revenues or other funds or assets of St. Johns County, other than moneys lawfully appropriated by the

Board of County Commissioners of St. Johns County from time to time in its annual budget for the purpose of paying any payment or other amounts coming due hereunder. However, any non-ad valorem special assessment collected by St. Johns County for the purpose of paying for the costs of disposal of Solid Waste shall be applied to the extent necessary to pay the sums due from St. Johns County under this Agreement.

- (g) Each party represents to the other party that the execution of this Interlocal Agreement and performance hereunder will not violate the terms of its own comprehensive plan or Chapter 163 of the Florida Statutes.

IN WITNESS WHEREOF, the parties hereto have executed this Interlocal Agreement as of the dates set forth below.

ST. JOHNS COUNTY, a political subdivision of the State of Florida, by and through its Board of County Commissioners

By: Marc Jacalone

Its Chair

Executed on behalf of St. Johns County on

6-8-, 1999

Attest:

Cheryl Strickland

Cheryl Strickland, Clerk of the Circuit Court of St. Johns County

CITY OF JACKSONVILLE, a political subdivision of the State of Florida, by and through its Mayor

By: John A. Delaney

John A. Delaney

Its Mayor

Executed on behalf of the City of Jacksonville on

June 2,, 1999



Linnie C. Williams

Linnie C. Williams  
Corporation Secretary

Approved as to form for the City of Jacksonville

Gregory K. Radlinski

Assistant General Counsel  
GREGORY K. RADLINSKI  
ASSISTANT GENERAL COUNSEL

**ATTACHMENT "A"**  
**SPECIAL WASTE DISPOSAL FEE SCHEDULE**

ATTACHMENT "A"

Description	Operating Charge	Resource Charge	Per Ton Charge	Special Charge	Total Charge
<i>Category I Waste</i>					
Manifested Asbestos	281.05	6.16	281.05	0.00	281.05
<i>Category II Waste</i>					
Special Waste	33.84	6.16	40.00	0.00	40.00
Sludge	33.84	6.16	40.00	0.00	40.00
Dead animals/spoiled food	33.84	6.16	40.00	0.00	40.00
Incinerator Ash	33.84	6.16	40.00	0.00	40.00
Inspected waste	33.84	6.16	40.00	100.00	140.00
<i>Category III Waste (dumped at working face of landfill)</i>					
Tires (each)			1.50	10.00	11.50
Lead Acid Batteries (each)			2.00	20.00	22.00
White Goods (each)			5.00	30.00	35.00
<i>Category IV Waste (declared at scalehouse)</i>					
Tires - Passenger car (each)			0.50	1.00	1.50
Tires - Truck (each)			5.00	5.00	10.00
Tires - Other (each)			18.00	10.00	28.00
Tires - (bulk)	160.84	6.16	167.00	0.00	167.00
Whitegoods (each)				17.05	17.05