

RESOLUTION NO. 2024-139

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING AND AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO EXECUTE AND DELIVER AN INTERLOCAL AGREEMENT BETWEEN PUTNAM COUNTY AND ST. JOHNS COUNTY, FLORIDA, AS AUTHORIZED BY SECTION 163.01, *FLORIDA STATUTES*, REGARDING DISPOSAL OF SOLID WASTE.

RECITALS

WHEREAS, St. Johns contracts for the collection and disposal of residential solid waste within unincorporated St. Johns County; and

WHEREAS, Putnam County operates a Class 1 Sanitary Landfill facility located at 140 County Landfill Road Palatka, Florida (“Landfill Facility”); and

WHEREAS, St. Johns desires, and Putnam is agreeable, for St. Johns to dispose of its residential solid waste at the Landfill Facility on an “as needed” basis; and

WHEREAS, section 163.01, Florida Statutes, permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities; and

WHEREAS, the County has determined that entering into the proposed Interlocal Agreement with Putnam County will serve the interests of the County.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of St. Johns County, Florida that:

Section 1. The above recitals are incorporated by reference into the body of this Resolution and such recitals are adopted as findings of fact.

Section 2. There is hereby approved, and the County Administrator or designee, is authorized to execute and deliver, on behalf of the County, the Interlocal Agreement between the St. Johns County and Putnam County, in substantially the same form as attached hereto, as authorized by Section 163.01, Florida Statutes. The Agreement may include such additions, deletions, and changes as may be reasonable, necessary, and incidental for carrying out the purposes thereof, as may be acceptable to the County Administrator or designee, with such inclusion and acceptance being evidenced by execution of the Agreement by the County Administrator or designee; provided any such modification shall be technical only and shall be

subject to appropriate legal review and approval by the Office of County Attorney. For purposes of this Resolution, the term “technical changes” is defined as those changes having no financial impact to the County or other non-substantive changes that do not substantively increase the duties and responsibilities of the County under the provisions of the Agreement.

Section 3. To the extent that there are typographical or administrative errors or omissions that do not change the tone, tenor, or context of this Resolution, this Resolution may be revised without subsequent approval by the Board of County Commissioners.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County Florida this 2nd day of April, 2024.

**BOARD OF COUNTY OF COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA**

By: _____
Sarah Arnold, Chair

Rendition Date: APR 03 2024

ATTEST: Brandon J. Patty,
Clerk of the Circuit Court and Comptroller

By: Crystal Smith
Deputy Clerk



INTERLOCAL AGREEMENT
BETWEEN ST. JOHNS COUNTY
AND PUTNAM COUNTY
REGARDING DISPOSAL OF SOLID WASTE

This INTERLOCAL AGREEMENT (“Agreement”) is made and entered into this ____ day of ____, 2024 by and between Putnam County, Florida (“Putnam”) and St. Johns County, Florida (“St. Johns”) both of which are a political subdivision existing under the laws of the State of Florida.

RECITALS:

WHEREAS, St. Johns contracts for the collection and disposal of residential solid waste within unincorporated St. Johns County; and

WHEREAS, Putnam County operates a Class 1 Sanitary Landfill facility located at 140 County Landfill Road Palatka, Florida (“Landfill Facility”); and

WHEREAS, St. Johns desires, and Putnam is agreeable, for St. Johns to dispose of its residential solid waste at the Landfill Facility on an “as needed” basis; and

WHEREAS, St. Johns and Putnam wish to establish and set forth in this Agreement the duties and obligations between the parties with regard to St. Johns use of the Landfill Facility; and

WHEREAS, Section 163.01, *Florida Statutes*, known as the “Florida Interlocal Cooperation Act of 1969 (the “Act”), permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities; and

WHEREAS, St. Johns and Putnam find this Agreement to be necessary, proper and convenient to the exercise of their powers, duties, and purposes authorized by law; and

WHEREAS, St. Johns and Putnam desire to enter into this Agreement for the purposes of exercising jointly their common powers and authority concerning the use of the Landfill Facility and to specify the responsibilities, obligations, duties, powers, and liabilities of each of the governmental bodies.

NOW THEREFORE, with full knowledge and understanding of the laws governing the subject matter of this Agreement, and in consideration of the above recitals and the mutual

covenants and conditions contained in this Agreement, the parties, intending to be legally bound, acknowledge and agree as follows:

1. The above recitals are specifically incorporated by reference and made a part of this Agreement.

2. The effective date of this Agreement will be the date the last of the parties to be charged executes the Agreement.

3. The term of this Agreement shall commence upon the effective date and shall expire and terminate ninety (90) business days from the effective date. However, if the parties agree, an extension of this Agreement up to one (1) year from the effective date may be memorialized in writing, signed by the respective parties, and attached as an addendum to this Agreement. This Agreement, as well as any extension, may be terminated by either party as provided herein.

4. Either party may terminate this Agreement by providing written notice to the other party of such termination. Written notice shall be sent by U.S. mail, certified, return receipt to the attention of the County Administrator. The date of termination shall be no sooner than thirty (30) days after receipt of said written notice.

5. Putnam County agrees to allow St. Johns to dispose of residential solid waste delivered by its contractors at the Landfill Facility at the gate rate in effect on the day of disposal calculated per ton. The weight shall be measured at the Putnam County scales located at the Landfill facility.

6. Putnam County agrees that the Landfill Facility shall be open from 7:00 am to 5:00 pm Monday through Friday and 8:30 a.m.to 5:00 p.m. Saturday except for closure for recognized Putnam County holidays.

7. St. Johns shall provide Putnam notice of its intent to dispose at the Landfill Facility. Such notice shall be by telephone or email at least 24 hours prior to disposal, or as otherwise agreed by the parties.

8. In the event of breach of this Agreement by either party, both parties hereto shall be entitled to all remedies available to it at law or in equity including the right to specific performance of this Agreement. Any litigation with respect to this Agreement shall be filed in the Circuit Court for St. Johns County, Florida. In any litigation between the parties hereto involving the validity, interpretation, or enforcement of this Agreement, the prevailing party shall be entitled to an award of reasonable attorney's fees incurred in trial and appellate proceedings.

9. Nothing in this Agreement shall be deemed or otherwise interpreted as waiving either party's sovereign immunity protections, or as waiving or increasing the limits of liability set forth in Section 768.28, Florida Statutes, as the same may be amended for time to time.

10. All notices, communications and determinations required or permitted including, without limitation, changes to the notification addresses set forth below, shall be in writing and shall be deemed given when (a) hand delivered, or (b) delivered via Federal Express, UPS or other nationally recognized overnight courier service, receipt required, or (c) transmitted via email or facsimile. Notices shall be deemed delivered on the date hand delivered or on the date shown on the receipt. All notices shall be addressed as follows:

St. Johns County: Director of Solid Waste
 Department of Public Works
 St. Johns County
 2750 Industry Center Road
 St. Augustine, FL 32084

With a copy to: Kealey West, Esq.
 Office of County Attorney
 St. Johns County
 500 San Sebastian View
 St. Augustine, FL 32084

Putnam County: Terry Suggs
 Putnam County Administrator
 2509 Crill Avenue, Suite 200
 Palatka, FL 32177

With a copy to: Director of Solid Waste
 Jay Tilton
 P.O. Box 2499
 Palatka, FL 32178-2499

11. Putnam and St. Johns represent and warrant to one another that each has full right and authority to execute and perform its obligations under the Agreement.

12. This Agreement, and the rights and obligations of Putnam and St. Johns hereunder, shall be governed by, construed under, and enforced in accordance with the laws of the State of Florida. Venue to construe or enforce this Agreement shall be in the circuit court of and for Duval County or St. Johns County, Florida.

13. Preparation of this Agreement has been a joint effort of the parties, with the benefit of counsel. None of the parties shall be considered the drafter of all or any portion of this Agreement for the purposes of interpreting it; nor shall the Agreement be construed more severely against one Party than the other.

14. Each party warrants and represents to the other: (i) that it understands all of the rights and obligations set forth in the Agreement and the Agreement accurately reflects the desires of said party; (ii) each provision of the Agreement has been negotiated fairly at arm's length; (iii) it fully understands the advantages and disadvantages of the Agreement and executes the Agreement freely and voluntarily of its own accord and not as a result of any duress, coercion, or undue influence; and (iv) it had the opportunity to have independent legal advice by counsel of its own choosing in the negotiation and execution of the Agreement.

15. This Agreement embodies the entire understanding of the parties with respect to the matters specifically enumerated herein, and all negotiations, representations, warranties and agreements made between the parties are merged herein. The making, execution and delivery of this Agreement by all parties have been induced by no representations, statements, warranties or agreements that are not expressed herein.

16. If any provision of this Agreement, or its application to any person, entity or circumstances is specifically held to be invalid or unenforceable by a Court of competent jurisdiction, the remainder of this Agreement and the application of the provisions hereof to other persons, entities or circumstances shall not be affected thereby and, to that end, this Agreement shall continue to be enforced to the greatest extent possible consistent with the law and the public interest.

17. This Agreement may be amended by mutual consent of the parties so long as the amendment is in writing, signed by all parties and it meets the requirements of the Act.

18. This Agreement shall be binding upon and inure to the benefits of the parties hereto and their respective successors and assigns. Nothing in this Agreement is intended to confer any rights, privileges, benefits, obligations or remedies upon any other person or entity except as expressly provided for herein.

19. By their signature below, the parties hereby acknowledge the receipt, adequacy and sufficiency of consideration provided in the Agreement and forever waive the right to object to or otherwise challenge the same.

20. The failure of either party to insist on the strict performance or compliance with any term or provision of the Agreement on one or more occasions shall not constitute a waiver or relinquishment thereof and all such terms and provisions shall remain in full force and effect unless waived or relinquished in writing.

21. This Agreement may be executed by electronic signatures and in a number of identical counterparts, each of which for all purposes is deemed an original, and all of which constitute collectively one agreement.

IN WITNESS WHEREOF, intending to be legally bound hereby, the parties execute this Agreement which consists of ____ pages.

St. Johns County, Florida, a political
subdivision of the State of Florida

Joy Andrews
County Administrator

Approved as to form and legal sufficiency:

Putnam County, Florida, a political
subdivision of the State of Florida State of
Florida

Terry Suggs
County Administrator

Form Approved:

/s/ Robert M. Perry, Esq.