

Interlocal Agreement

This Agreement, entered into this 28<sup>th</sup> day of June, 1999 by and between the Board of County Commissioners of Nassau County, Florida (hereinafter referred to as the COUNTY) and the Town of Callahan (hereinafter referred to as the Town).

WHEREAS, the statewide goals of the Solid Waste Management Act of 1988 (hereinafter referred to as the "Act") are to plan for and regulate in the most economically feasible, cost-effective and environmentally safe manner the storage, collection, transport, separation, processing, recycling and disposal of solid waste in order to protect the public safety, health and welfare; enhance the environment for the people of this state; and recover resources which have the potential for further usefulness; and include:

To establish and maintain a cooperative state program of planning and technical and financial assistance for solid waste management; and require counties and municipalities, to adequately plan and provide efficient, environmentally acceptable solid waste management; and

To promote the reduction, recycling, reuse or treatment of solid waste in lieu of disposal of such wastes; and encourage counties and municipalities to utilize all means reasonable available to promote efficient and proper methods of managing solid waste and to promote the economical recovery of material and energy resources from solid waste; and

To promote the education of the general public and the training of solid waste professionals to reduce the production of solid waste, to ensure proper disposal of solid waste, and to encourage recycling; and

3. The County shall prepare and submit the joint application for recycling and education grants to FDEP on behalf of the County and the Town during the period covered by this Agreement and by the application deadlines established by FDEP.
4. The County shall, by October 1, 1998, and each year thereafter, report to FDEP the annual solid waste management and recycling activities for the duration of the period covered by this Agreement.
5. The monies related to the incentive portion of the recycling and education grants awarded to the County by FDEP shall be forwarded to the Town within thirty (30) days of receipt.
6. The solid waste recycling and education grants provided to the County and Town by FDEP may be used for any of the following purposes:
  - (a) Capital costs which include equipment purchases, solid waste scales, facility construction and other such costs approved by FDEP as part of the grant agreement;
  - (b) Temporary operating subsidies, provided that the applicant must demonstrate that such a use is necessary for the success of the recycling program, and must show how the subsidy will benefit the program and provide reasonable assurances that the program will be able to operate without a subsidy from this grant program.
  - (c) Assistance in recycling paper, glass, plastic, construction and demolition debris, white goods, and metals and in composting organic materials;
  - (d) Promotion of recycling, volume reduction, proper disposal of solid waste and market development for recyclable materials;
  - (e) Up to thirty percent (30%) of the grant funds may be used for planning studies to assess the feasibility and success of the recycling and education programs;
  - (f) Grant monies shall not be used for duplicating existing private and public recycling programs unless the

applicant demonstrates that such existing programs cannot be integrated into the planned recycling program.

7. The Town shall provide to the County a written account of expenditures from the grant award used for implementation of the recycling and education program within the Town. Documentation of expenses will be provided to the County in sufficient detail to meet applicable FDEP requirements for the grant award.
8. The Town staff shall develop a recycling plan for their respective jurisdiction and present the plan to the Town governing body for approval prior to September 1, 1999. The Town shall submit the recycling plan to the County within five (5) days of adoption or approval for inclusion into the County recycling plan. The Town recycling plan shall be developed in accordance with applicable FDEP guidelines.
9. The County staff shall develop a recycling plan for the unincorporated areas of the County and present the plan to the County governing body for approval prior to September 1, 1999. The County staff shall prepare a County-wide (incorporated and unincorporated areas) recycling plan which includes the Town recycling plan and obtain approval of the County-wide recycling plan from the County governing body by September 15, 1998. The approved recycling plan shall be submitted by the County to FDEP by September 1, 1999. The County recycling plan shall be developed in accordance with applicable FDEP guidelines.
10. The County shall continue to operate and maintain a weight scale at its solid waste management facility in accordance with s.403.706(18), F.S.
11. The County and the Town shall be responsible for the costs and expenses incurred in the implementation of the recycling and education program within their respective jurisdictions. However, the County and the Town will cooperate to the fullest extent to promote an effective County-wide program to meet

applicable FDEP requirements.

12. Provided that the Town shall have received all grant distributions in a timely and proper manner to which it may be entitled pursuant to Paragraph 5 hereunder, to the fullest extent permitted by law, the County and the Town each agree to hold each other harmless as to the full and faithful performance of this Agreement, the application, development, implementation and operation of any grant program in furtherance of the Act and applied for and received pursuant to this Agreement. To the fullest extent permitted by law the County and the Town each agree to indemnify the other part for any errors, omission, negligence, malfeasance, misfeasance, or nonfeasance, including the payment of any courts costs and attorneys fees, incurred as a result of any joint recycling and education programs implemented pursuant to this Agreement.

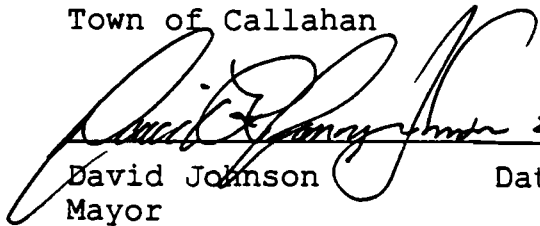
As "grantee" for similar status under any grant secured pursuant to this Agreement of the Act, the County agrees to timely and properly comply with all operating and reporting requirements of the grant.

13. Upon receipt by the County of any information, directives, grant operating procedures, other correspondence concerning furtherance of this Agreement, the County shall within ten (10) working days forward copies hereof to the Town in the manner provided for notice in this Agreement. Likewise, the County shall in the manner provided for notice in this Agreement afford the Town thirty (30) days notice of the need for the Town to provide any responses, reports, or accounting required of the Town pursuant to this Agreement (or grant or contract) obtained as a direct or indirect result of this Agreement. Periodic notices shall be given to the Town by the County in the manner provided for notice hereunder of any required periodic reports or accountings (e.g. weekly, monthly, quarterly, semi-annually) of operations due to the County or any other governmental entity. All notices shall

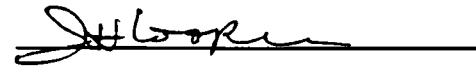
include any requirements as to substantive content of such information.

WITNESS our hands and seals the date first above written:


Town of Callahan

  
David Johnson      Date  
Mayor

Nassau County

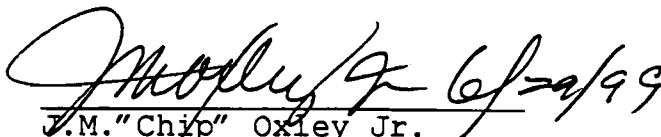
  
J.H. "Pete" Cooper      Date  
Chairman, Board of County  
Commissioners

Attest:

  
Cleo Horne  
City Clerk

Approved as to form by the Nassau County Attorney

  
Michael S. Mullin      Date

  
J.M. "Chip" Oxley Jr.  
Ex-Officio Clerk