

Interlocal Agreement

This Agreement, entered into this 19th day of June, 2001 by and between the Board of County Commissioners of Nassau County, Florida (hereinafter referred to as the COUNTY) and the City of Fernandina Beach (hereinafter referred to as the CITY).

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 reasonably 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

To encourage the development of waste reduction and the recycling as a means of managing solid waste, conserving resources, and supplying energy through planning, grants, technical assistance and other incentives; and

To require counties to develop and implement recycling programs within their jurisdictions to return valuable materials to

productive use, to conserve energy and national resources, and to protect capacity at solid waste management facilities.

WHEREAS, the Act requires that said recycling programs be initiated by July 1, 1989; and

WHEREAS, the Act requires the amount of solid waste that would be disposed of in the absence of municipal solid waste recycling efforts undertaken within the County and the municipalities within its boundaries is reduced by at least thirty percent (30%) by the end of 1998; and

WHEREAS, the Act encourages counties and municipalities to form cooperative arrangements for implementing solid waste recycling and education programs; and

WHEREAS, the Act created the Solid Waste Management Trust Fund to provide grants to assist counties and municipalities in the operation of solid waste management recycling and education programs; and

WHEREAS, no local government match monies are required for the incentive portion of the recycling and education grants if the municipalities representing seventy-five (75) percent of the incorporated population of the County apply jointly with the County, to the Florida Department of Environmental Protection (FDEP), for these incentive grants; and

WHEREAS, in order to apply jointly for the incentive grants in the County and the municipalities must enter into interlocal agreements that determine how the grant funds, if awarded, shall be used; and

WHEREAS, grant applications submitted to FDEP must include copies of the interlocal agreements between the County and the participating municipalities; and

WHEREAS, it is the desire of the County and the City that the County apply to FDEP on behalf of the City and residents of the City and the unincorporated area of the County for the incentive portion of the recycling and education grants.

NOW THEREFORE, the County and the City hereto mutually agree as follows:

1. This agreement shall be effective from the date it is filed with the Clerk of the Circuit Court of Nassau County and shall remain in effect until September 30, 2002.

2. The City shall cooperate with the County to the fullest extent practical in providing information necessary to:
 - (a) complete the grant applications in accordance with the requirements of s.403.7095(6), F.S.;
 - (b) develop a recycling program to be implemented within the County (incorporated and unincorporated areas); and
 - (c) Prepare the County's annual report to FDEP on solid waste management and recycling activities as required by s.403.706 (7), F.S.
3. The County shall prepare and submit the joint application for recycling and education grants to FDEP on behalf of the County and the City during the period covered by this Agreement and by the application deadlines established by FDEP.
4. The County shall, by October 1, 2001, 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 City within thirty (30) days of receipt.
6. The solid waste recycling and education grants provided to the County and City 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 applicant must demonstrate that such 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 City 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 City. Documentation of expenses will be provided to the County in sufficient detail to meet applicable FDEP requirements for the grant award.
 8. ~~The City of Fernandina Beach's share of the total grant amount received from the County shall be~~ County shall pay to the City of Fernandina Beach its share of the total grant amount received by the County, in an amount no less than the percent of the City's 2001 population, as reported by the University of Florida Bureau of Economic and Business Research, divided by the total County Population. If the County finds excess surplus at the end of the year, the County can possibly share excess revenues with the City.
 9. The City staff shall develop a recycling plan for their respective jurisdiction and present the plan to the City governing body for approval prior to September 1, 2001. The City shall submit the recycling plan to the County within five (5) days of adoption or approval for inclusion into the County recycling plan. The City recycling plan shall be developed in accordance with applicable FDEP guidelines.
 10. 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, 2001. The County staff shall prepare a County-wide (incorporated and unincorporated areas) recycling plan which includes the City recycling plan and obtain approval of the County-wide recycling plan from the County governing body by September 15, 2001. The approved recycling plan shall be submitted by the County by FDEP by September 1, 2001. The County recycling plan shall be developed in accordance with applicable FDEP guidelines.
 11. 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.
 12. The County and the City 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 City will cooperate to the fullest extent to promote an effective County-wide program to meet applicable FDEP requirements.

13. Provided that the City 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 City 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 City each agree to indemnify the other part for any errors, omission, negligence, malfeasance, misfeasance, or nonfeasance, including the payment of any court 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.
14. 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 City in the manner provided for notice in this Agreement. Likewise, the County shall in the manner provided for notice in this Agreement afford the City thirty (30) days notice of the need for City to provide any responses, reports, or accounting required of the City 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 City by the County in the manner provided for notice hereunder of any required periodic reports or any other governmental entity. All notices shall include any requirements as to the substantive content of such information.

WITNESS our hands and seals the date first above written:

City of Fernandina Beach, Florida

Nassau County

Kimberly P. Page 6/20/01
Mayor Date
Kimberly P. Page

Marianne Marshall 6-25-01
Marianne Marshall Date
Chairman, Board of
County Commissioners

ATTEST:

APPROVED AS TO FORM:

Mary L. Mercer
City Clerk

Wesley R. Poole
City Attorney

Approved as to form by the Nassau County Attorney

Michael S. Mullin 6/20/01
Michael S. Mullin Date

J.M. "Chip" Oxley Jr. 6-25-01
J.M. "Chip" Oxley Jr. Date
Ex-Officio Clerk