

5 *.. PET: BRENDA

CS-08-179

Contract No: CN08-98
Bid No: _____

**INTERLOCAL AGREEMENT
FOR TRANSFER BY THE CITY OF ST. AUGUSTINE
OF SCREENED INTERIOR COVER MATERIAL TO NASSAU
COUNTY FOR USE AT THE NASSAU COUNTY CLASS I LANDFILL**

COME NOW the parties, the **CITY OF ST. AUGUSTINE, FLORIDA**, a Florida municipal corporation ("CITY"), and **NASSAU COUNTY, FLORIDA**, a political subdivision of the State of Florida ("COUNTY"), who hereby agree and enter into this Interlocal Agreement ("Agreement"), as follows:

WHEREAS, Section 163.01, Florida Statutes, authorizes the COUNTY and the CITY to enter into interlocal agreements with other counties and cities to meet their desires for services in whole or in part; and

WHEREAS, the CITY possesses material found by the Florida Department of Environmental Protection as suitable for use by the COUNTY as interior cover material for Nassau County's Class I landfill; and

WHEREAS, the Board of County Commissioners for Nassau County has determined that the material provided by the CITY will reduce the operational costs of the COUNTY'S landfill operation and will provide unanticipated reserve generated by landfill tipping fees paid by the CITY; and

WHEREAS, the Florida Department of Environmental Protection has authorized the use by the COUNTY at the Nassau County landfill of the material provided by the CITY; and

REC 44.00

WHEREAS, the City Commission of the CITY has determined that providing the material to the COUNTY reduces the burden on the CITY for the remediation of the CITY'S Holmes Boulevard site; and

WHEREAS, the budgetary limitations now imposed on municipal and county governments in Florida require that the CITY and the COUNTY extend every effort to economize the costs of providing essential government services; and

WHEREAS, the COUNTY has determined, after the exercise of due diligence, that the material provided by the CITY meets all standards required for the COUNTY to accept and use the material;

NOW, THEREFORE, in consideration of the covenants and conditions described herein, the parties agree as follows:

1. Terms and Conditions.

A. The CITY agrees to provide and the COUNTY agrees to accept landfill material in the approximate total weight of 40,000 tons now located at the CITY'S Holmes Boulevard location.

B. The CITY will pay to the COUNTY a tipping fee of \$1.00 per ton for the material delivered to the COUNTY.

C. The CITY, at the CITY'S sole cost, will transport the landfill material and stockpile the material at a specific site location designated by the COUNTY.

D. The CITY, at the CITY'S sole expense, will pay the costs incurred by the COUNTY in applying for a minor permit modification to allow the use of the CITY'S material by the COUNTY.

E. The CITY, at the CITY'S sole expense, will make available to the COUNTY all analytical data possessed by the CITY regarding the material provided by the CITY.

F. The time for delivery of the material will begin on June 1, 2008 and will end on June 1, 2009.

G. The CITY will pay the tipping fee upon receipt of invoice for same from the COUNTY.

2. Severability. If any word, phrase, sentence, part, section, subsection or other portion of this Agreement, or any application thereof, to any portion or circumstance is declared void, unconstitutional or invalid for any reason, then such word, phrase, sentence, part, section, subsection or other portion, or the proscribed application thereof, shall be severable, and the remaining portions of this Agreement, and all application thereof, not having been declared void or unconstitutional or invalid shall remain in full force and effect.

3. Entire Agreement; Amendments. Both the COUNTY and the CITY acknowledge that this Agreement constitutes the complete agreement and understanding of both parties. Both the COUNTY and the CITY acknowledge that any amendment to this Agreement shall be in writing and shall be approved by the Board of County Commissioners on behalf of the COUNTY and by the City Commission on behalf of the CITY.

4. Notices. Any notices regarding this Interlocal Agreement are to be addressed to the following representatives:

CITY OF ST. AUGUSTINE

Wm. B. Harriss, City Manager
P.O. Box 210
St. Augustine, FL 32085-0210

NASSAU COUNTY

Edward Sealover, County Coordinator
96160 Nassau Place
Yulee, FL 32097

5. Project Administration: The representatives for project administration are the following:

CITY OF ST. AUGUSTINE

John Regan, P.E., Chief Operations Officer
P.O. Box 210
St. Augustine, FL 32085-0210

NASSAU COUNTY

Lee Pickett, Landfill Director
Nassau Solid Waste Landfill
46026 Landfill Road
Callahan, FL 32011

6. Recording of Agreement. A certified copy of this Agreement shall be recorded by the City Clerk with the Clerk of the Circuit Court of St. Johns County, Florida, as required by statute. A certified copy of this Agreement shall be recorded by the County with the Clerk of the Circuit Court of Nassau County, Florida, as required by statute.

7. Effective Date. The effective date of this Agreement will be the later of May 15, 2008, the date this Agreement is recorded with the Clerk of the Circuit Court of

Nassau County or the date this Agreement is recorded with the Clerk of the Circuit Court of St. Johns County.

IN WITNESS WHEREOF, the parties have caused these presents to be executed by their duly authorized officials on the dates set forth below.

ATTEST: AS TO THE CHAIR'S

SIGNATURE:

only
John A. Crawford by [Signature]
John A. Crawford
Clerk, Board of County
Commissioners of Nassau County,
Florida

BOARD OF COUNTY COMMISSIONERS
OF NASSAU COUNTY, FLORIDA

By: *Mairanne Marshall*
Mairanne Marshall, Chair

Date: 5-14-08

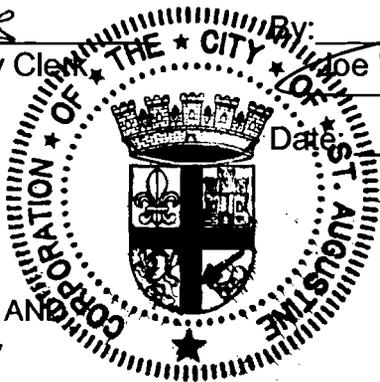
(SEAL)

CITY OF ST. AUGUSTINE, FLORIDA,
a municipal corporation

ATTEST:

Karen Rogers
Karen Rogers, CMC, City Clerk
By: *[Signature]*
Joe Boles, Mayor

(SEAL)



Date: 5/12/08

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

[Signature]
CITY ATTORNEY
CITY OF ST. AUGUSTINE, FLORIDA

[Signature]
COUNTY ATTORNEY
NASSAU COUNTY, FLORIDA

REVIEWED BY GENE KNAGA
CHIEF DEPUTY COMPLIANCE / ACCOUNTABILITY

[Signature] DATE 5/14/08