

SECOND AMENDMENT TO INTERLOCAL AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN ALACHUA COUNTY AND THE UNIVERSITY OF FLORIDA, ACTING FOR AND ON THE BEHALF OF THE BOARD OF TRUSTEES, A PUBLIC CORPORATION OF THE STATE OF FLORIDA NO. (#)11937

THIS SECOND AMENDMENT (“Second Amendment”) is made by and between Alachua County, Florida, a political subdivision and charter county of the State of Florida, by and through its Board of County Commissioners (the “County”) and University of Florida, acting on behalf of the Board of Trustees, a Public Corporation of the State of Florida (the “University” or “Professional”), who are collectively referred to as the “Parties”.

WITNESSETH:

WHEREAS the Parties previously entered into an Interlocal Agreement (ILA) dated January 11, 2022 for landfill and solid waste related research services (the “Services”)

WHEREAS, the Parties previously entered into the First Amendment to the ILA, dated June 16, 2023, (the “First Amendment”) through which the term of the ILA was extended through September 30, 2024; and

WHEREAS, the Parties desires to amend the ILA to update the services to be provided by the University and the payments for said services, and to do as otherwise provided herein.

NOW, THEREFORE, the County and University agree to amend the ILA as follows:

A. Amendment. Section 4.1 of the ILA is amended to read as follows:

4.1 For the purposes of this Agreement, a fiscal year shall commence on October 1st and shall end on September 30th. The Professional shall be paid a sum that SHALL NOT EXCEED \$116,440.00 per fiscal year (“Annual Not-to-Exceed Amount”) allocated as outlined in **Exhibit 1**, unless approved by the Board of County Commissioners.

B. Amendment. Exhibit 1 of the ILA titled “Scope of Service/Duties of the University” is hereby deleted in its entirety and replaced with an updated **Exhibit 1** attached to this Second Amendment.

C. Effective Date. This Second Amendment will become effective upon the filing with the Clerk of the Circuit Court of Alachua County, Florida as required by Section 163.01 (11), Florida Statutes (“Effective Date”).

D. Original Agreement. Unless expressly amended herein, all other terms and provisions of the ILA, as amended by the First Amendment,, shall be and remain in full force and effect. In the

event any of the prior amendments to the ILA conflict with this Second Amendment, the provisions of this Second Amendment shall prevail.

IN WITNESS WHEREOF, the Parties have caused this Second Amendment to be executed on the day and year below written.

ALACHUA COUNTY, FLORIDA

By: _____

Mary C. Alford, Chair

Board of County Commissioners

Date: _____


ATTEST

APPROVED AS TO FORM

J.K. "Jess" Irby, Esq., Clerk
(SEAL)

Alachua County Attorney's Office

UNIVERSITY

By:  _____
Digitally signed by
Lisa C Stroud
Date: 2023.11.07
10:07:43 -05'00'

Print: Lisa Stroud

Title: Associate Director

Date: 11/7/2023

IF THE PROFESSIONAL IS NOT A NATURAL PERSON, PLEASE PROVIDE A CERTIFICATE OF INCUMBENCY AND AUTHORITY, OR A CORPORATE RESOLUTION, LISTING THOSE AUTHORIZED TO EXECUTE AGREEMENTS ON BEHALF OF YOUR ORGANIZATION. IF ARE A NATURAL PERSON, THEN YOUR SIGNATURE MUST BE NOTARIZED.

EXHIBIT 1: Scope of Services/Duties of University

A. Alachua County Southwest Landfill Tasks

The University will assist Alachua County staff with the evaluation of the Alachua County Southwest Landfill lined Class I cell final cover system and other miscellaneous solid waste tasks. The objective of this work is to verify leachate production quantities and identify potential improvements to reduce leachate production quantities and address other solid waste issues. Specific tasks include, but are not limited to:

1. In the previous research cycle, the University submitted correspondence and supporting technical information to the Florida Department of Environmental Protection (FDEP) recommending the emptying the old leachate storage tanks and discharging on-site. The University will continue to assist the County in this effort by communicating with the FDEP and responding to technical questions or comments and submitting a formal completed permit application to FDEP.

-\$ 8,644
2. The University will assist the County with evaluation of the performance of the lined Class I landfill final cover system by making periodic conductivity measurements of liquid in gas extraction wells and liquid levels and landfill gas readings in gas probes and piezometers installed above the final cover liner. These field measurements are anticipated to be performed every other month (six events). The University will compile and analyze data obtained from this study and provide a report with estimates of leachate generation and conclusions regarding potential leachate mitigation strategies.

-\$ 21,610
3. In the previous research cycle, the University submitted correspondence and supporting technical information to the FDEP recommending that a permit modification be submitted to relocate RO permeate off the closed landfill cap. The University will continue to assist the County in this effort by communicating with the FDEP and responding to technical questions that they may have. The University will also provide the County with a conceptual layout of the relocated RO permeate irrigation area. The County will use this conceptual layout as a basis for design and construction for the new irrigation area.

-\$ 17,288

B. Capital Improvement Study

The University will assist Alachua County with conceptual level planning for a new material resource facility and household hazardous waste facility.

1. The University is tasked to help Alachua County plan a new Material Resource Facility. This University will investigate current and anticipated trends in recyclables processing and management and identify/compare the various recyclables processing methods and technologies. This will include identifying and investigating recently constructed and planned recycling facilities, taking into consideration relevant advancements in recycling and sorting technology, and green building practices. Using information from these facilities, the University will present alternative material resource facility concepts and associated construction and operation costs. The University will receive input from all relevant stakeholders including Solid Waste and Resource Recovery Staff, Environmental Protection Staff, BOCC commissioners etc. This research is intended to inform Alachua County and assist with key decisions and concepts for the facility. An outside architectural and construction firm will then design and construct the facility.

-\$ 21,610

2. The University is tasked to help Alachua County plan a new Household Hazardous Waste Facility. This will include investigating similar facilities throughout Florida. Using information from these facilities, the University will present alternative material resource facility concepts and associated construction and operation costs. The University will receive input from all relevant stakeholders including Solid Waste and Resource Recovery Staff, Environmental Protection Staff, BOCC commissioners etc. The end goal will be comprehensive design containing all relevant features along with an estimated construction cost. This research is intended to inform Alachua County and assist with key decisions and concepts for the facility. An outside architectural and construction firm will then design and construct the facility.

-\$ 17,288

C. Miscellaneous

The University will provide as-needed assistance to the County as it considers waste management alternatives to landfilling. This work may include, but not limited to: composition studies, financial evaluation, market analysis, and miscellaneous solid waste issues.

Not to exceed \$30,000

Total Not-To-Exceed \$ 116,440