

(Do Not Modify) Modified On	Approval ID	Approval Type	Status Reason	Contract ID	Department	Approved By	Modified By	Modified On
3/19/2025 21:35	APPR-013370	Amendment	Approved as Revised	CONT-001519		Katherine Mockler	Katherine Mockler	3/19/2025 21:35
3/6/2025 14:22	APPR-013371	Amendment	Approved As Drafted	CONT-001519		Steve Varvel	James Jarvis	3/6/2025 14:22
3/11/2025 15:35	APPR-013372	Amendment	Approved As Drafted	CONT-001519		Sheri Manning	Sheri Manning	3/11/2025 15:35

Today's Date: 2/25/25

CITY OF GAINESVILLE TRANSMITTAL FORM

Dept Tracking #

Note: Decentralized bids or contracts resulting from decentralized bids not to exceed \$50,000

Type of Action Requested (check one) [X] New [] Extension [] Amendment [] Change Order

Project Amount: \$ up to \$350,000.00
Department Name: Solid Waste Division
Project Manager: Jarod Lloyd
Account No.: TBD
Subcontractor Opportunities: [] Yes [X] No
Contractor/Vendor: Alachua County Board of Commissioners - Recycling Processing
Project Description: Processing costs for recycling collected by the City - 5th amendment.

Decentralized bids or contracts resulting from decentralized bids not to exceed \$50,000

PROJECT APPROVED FOR PROCESSING

Signed by: Jarod Lloyd / 4/8/2025
Department Head: Brian Singleton / 4/8/2025

As Project Manager, the City's liaison, you are responsible for monitoring the project. Including, visibly verifying progress and completion is in accordance with the project specifications.

Signed by: Andrew Persons / 4/8/2025
Leadership Team, Executive Team or Charter Officer

SIMULTANEOUS PROJECT REVIEW

The requested reviewers are noted by an "X" below. Each should complete his/her review and return the project comments directly to the Department. Note: Review and subsequent approval is required of the City Attorney and Risk Manager for all projects.

REVIEWER COMMENTS

The attached project has been reviewed by me and approved As Drafted OR Subject To modifications as noted.

Table with 5 columns: Reviewing Office, As Drafted, Subject To, Signature, Date. Rows include City Attorney, Risk Manager, Grants, Fleet, Facilities Mgmt, IT, and Procurement.

[X] Notification of project (i.e. bid being processed by Department) to Small Business Procurement Program Coordinator (excludes contracts)

Department shall determine that all items marked "subject to" are cleared before final submission of the project below.

To Contractor for Signature Date:
To City Attorney Date:
To City Manager Date:
Received From Contractor Date:
From City Attorney Date:
From City Manager Date:

City Commission Approval: (\$50,000 and above) [X] Yes [] No
Date Approved: 2023-120 dated 2/20/25
City Commission approval is not required(5)
Provide Purchasing Policy exception section (i.e. Sec 7.1(c))

Purchasing Policy 7.1: Every purchase of an item of supplies, materials, equipment, contractual services, or extension(s) to existing contracts costing in excess of \$50,000 shall require the approval of the City Commission, except... (see Purchasing Policy for exceptions).

PROJECT APPROVED FOR EXECUTION:

Note: Decentralized bids or contracts resulting from decentralized bids not to exceed \$50,000

Signed by: Katherine Mockler / 4/9/2025
City Attorney

DocuSigned by: Cynthia Curry / 4/9/2025
City Manager or Designee

Print on five part NCR paper: White (original) for final execution; Yellow for City Attorney; Pink for Risk; Green for SBPP; Goldenrod for file or others as needed.

**FIFTH AMENDMENT TO INTERLOCAL AGREEMENT
BETWEEN ALACHUA COUNTY AND THE CITY OF
GAINESVILLE FOR RECYCLING PROCESSING**

THIS FIFTH AMENDMENT (“Amendment”) is made and entered into by and between ALACHUA COUNTY, a charter county and political subdivision of Florida, by and through its Board of County Commissioners, hereinafter referred to as "Alachua County," and the City of Gainesville, Florida, a municipal corporation, hereinafter referred to as "Gainesville." Collectively, Alachua County and Gainesville are hereinafter referred to as the "Parties."

WHEREAS, the Parties entered into an Interlocal Agreement for Recycling Process dated June 11, 2019; and

WHEREAS, the Parties entered into the First Amendment to the Interlocal Agreement, dated November 12, 2019, extending the Interlocal Agreement through September 30, 2020; and

WHEREAS, the Parties entered into Second Amendment to the Interlocal Agreement, dated December 8, 2020, extending the Interlocal Agreement through September 30, 2021; and

WHEREAS, the Parties entered into Third Amendment to the Interlocal Agreement, dated June 14, 2022, extending the Interlocal Agreement through September 30, 2022; and

WHEREAS, the Parties entered into Fourth Amendment to the Interlocal Agreement, dated August 10, 2023, extending the Interlocal Agreement through September 30, 2023 with subsequent renewals being automatic unless either Party desires not to extends the Term; and

WHEREAS, the Parties desire to update the Fee Schedule for Recycling and Duties of Alachua County.

THEREFORE, the Parties hereto agree as follows:

1. The *Fee Schedule for Recycling* set forth in Section 4.1 of the Interlocal Agreement is deleted and replaced with the following Fee Schedule for Recycling:

Blended Average from all tons sold from MRF	Tip Fee Per Ton
\$60-\$69.99	\$125
\$70-\$79.99	\$115
\$80-\$89.99	\$105
\$90-\$99.99	\$95

\$100-\$109.99	\$85
\$110-\$119.99	\$75
\$120-\$129.99	\$65
\$130-\$139.99	\$55
\$140-\$149.99	\$45
\$150-\$159.99	\$35
\$160-\$169.99	\$25
\$170-\$179.99	\$15
\$180-\$189.99	\$0
\$190-\$199.99	(\$10)
\$200-\$209.99	(\$20)
\$210<	(\$35)

2. Section 1.2 of Attachment B of the Interlocal is deleted and replaced with the following:

1.2 Delivery and Acceptance – The County shall accept all recyclable materials delivered to the MRF by Gainesville or Gainesville's contracted hauler in compliance with subparagraph 1.2.1, below. Defined material will be delivered in vehicles that collect the material as a dual stream product, so that paper products and comingled containers are separated.

1.2.1 The County shall accept the following recyclable materials:

1.2.1.1 Comingled Containers up to two gallons in size – glass and plastic bottles and jars (1-7), margarine tubs and yogurt cups; aluminum and metal cans, including empty aerosol cans.

1.2.1.2 Paper Products - all newspapers, magazines, catalogs, telephone books, junk mail, office paper, brown paper bags, pasteboard and corrugated cardboard.

1.2.2. Gainesville reserves the option to increase/decrease quantities of recyclable materials delivered to the facility and makes no guarantees of quantities to be delivered.

3. After execution by the Parties, this Fifth Amendment shall become effective upon filing with the Clerk of the Circuit Court in and for Alachua County, Florida.
4. Except as modified by this Fifth Amendment, all terms and conditions of the Interlocal Agreement, as previously amended, shall remain in full force and effect.
5. This Fifth Amendment, together with the original Interlocal Agreement and First through Fourth Amendments, constitutes the entire agreement between the Parties.

IN WITNESS WHEREOF, the Parties have caused this Fifth Amendment to the Interlocal to be executed for the uses and purposes therein expressed on the executed on the day and year below written.

ALACHUA COUNTY, FLORIDA

By: _____

Date: _____

ATTEST:

Approved as to form:

County Attorney

CITY OF GAINESVILLE: ~~DocuSigned by:~~

By: Cynthia Curry
Cynthia W. Curry, City Manager
Date: 4/9/2025 FC94749024BA4C6...

Approved as to form and legality:

Signed by:
Katherine Mochler
City Attorney 4/9/2025
35EBFFF81249457...

**FIFTH AMENDMENT TO INTERLOCAL AGREEMENT
#11288 BETWEEN ALACHUA COUNTY AND THE CITY OF
GAINESVILLE FOR RECYCLING PROCESSING**

THIS FIFTH AMENDMENT (“Amendment”) is made and entered into by and between ALACHUA COUNTY, a charter county and political subdivision of Florida, by and through its Board of County Commissioners, hereinafter referred to as "Alachua County," and the City of Gainesville, Florida, a municipal corporation, hereinafter referred to as "Gainesville." Collectively, Alachua County and Gainesville are hereinafter referred to as the "Parties."

WHEREAS, the Parties entered into an Interlocal Agreement for Recycling Process dated June 11, 2019; and

WHEREAS, the Parties entered into the First Amendment to the Interlocal Agreement, dated November 12, 2019, extending the Interlocal Agreement through September 30, 2020; and

WHEREAS, the Parties entered into Second Amendment to the Interlocal Agreement, dated December 8, 2020, extending the Interlocal Agreement through September 30, 2021; and

WHEREAS, the Parties entered into Third Amendment to the Interlocal Agreement, dated June 14, 2022, extending the Interlocal Agreement through September 30, 2022; and

WHEREAS, the Parties entered into Fourth Amendment to the Interlocal Agreement, dated August 10, 2023, extending the Interlocal Agreement through September 30, 2023 with subsequent renewals being automatic unless either Party desires not to extends the Term; and

WHEREAS, the Parties desire to update the Fee Schedule for Recycling and Duties of the County.

THEREFORE, the Parties hereto agree as follows:

1. The *Fee Schedule for Recycling* set forth in Section 4.1 of the Interlocal Agreement is amended in its entirety and replaced with the following Fee Schedule for Recycling:

Blended Average from all tons sold from MRF	Tip Fee Per Ton
\$60-\$69.99	\$125
\$70-\$79.99	\$115
\$80-\$89.99	\$105

\$90-\$99.99	\$95
\$100-\$109.99	\$85
\$110-\$119.99	\$75
\$120-\$129.99	\$65
\$130-\$139.99	\$55
\$140-\$149.99	\$45
\$150-\$159.99	\$35
\$160-\$169.99	\$25
\$170-\$179.99	\$15
\$180-\$189.99	\$0
\$190-\$199.99	(\$10)
\$200-\$209.99	(\$20)
\$210<	(\$35)

2. Section 1.2 of Attachment B of the Interlocal is amended in its entirety and replaced with the following:

1.2 Delivery and Acceptance – The County shall accept all recyclable materials delivered to the MRF by Gainesville or Gainesville's contracted hauler in compliance with subparagraph 1.2.1, below. Defined material will be delivered with paper products and comingled containers in separate compartments or separately. County shall accept like recyclable materials from Gainesville and the other municipalities within Alachua County and their waste haulers.

1.2.1 The County shall accept the following recyclable materials:

1.2.1.1 Comingled Containers up to two gallons in size – glass and plastic bottles and jars (1-7), margarine tubs and yogurt cups; aluminum and metal cans, including empty aerosol cans.

1.2.1.2 Paper Products - all newspapers, magazines, catalogs, telephone books, junk mail, office paper, brown paper bags, pasteboard and corrugated cardboard.

3. After execution by the Parties, this Fifth Amendment shall become effective upon filing with the Clerk of the Circuit Court in and for Alachua County, Florida.
4. Except as modified by this Fifth Amendment, all terms and conditions of the Interlocal Agreement, as previously amended, shall remain in full force and effect.
5. This Fifth Amendment, together with the original Interlocal Agreement, First Amendment to the Interlocal, the Second Amendment to the Interlocal, the Third Amendment to the Interlocal, and the Fourth Amendment to the Interlocal constitutes the entire agreement between the Parties.

IN WITNESS WHEREOF, the Parties have caused this Fifth Amendment to the Interlocal to be executed for the uses and purposes therein expressed on the executed on the day and year below written.

ALACHUA COUNTY, FLORIDA

CITY OF GAINESVILLE

By: _____
Mary C Alford, Chair
Board of County Commissioners
Date: _____

By: _____
_____ City Manager
Date: _____

APPROVED AS TO FORM

APPROVED AS TO FORM

Alachua County Attorney's Office

Gainesville City Attorney

ATTEST:

J.K. "Jess" Irby, Esq.

**FOURTH AMENDMENT TO THE INTERLOCAL
AGREEMENT BETWEEN ALACHUA COUNTY AND THE
CITY OF GAINESVILLE FOR RECYCLING PROCESSING**

THIS FOURTH AMENDMENT is made and entered into by and between ALACHUA COUNTY a charter county and political subdivision of Florida, by and through its Board of County Commissioners, hereinafter referred to as "Alachua County," and the CITY OF GAINESVILLE, FLORIDA, a municipal corporation, hereinafter referred to as "Gainesville." Collectively, Alachua County and Gainesville are hereinafter referred to as the "Parties."

WHEREAS, the Parties entered into an Interlocal Agreement for Recycling Process dated June 11, 2019.

WHEREAS, the Parties entered into the First Amendment to the Interlocal Agreement, dated November 12, 2019, extending the Interlocal Agreement through September 30, 2020.

WHEREAS, the Parties entered into Second Amendment to the Interlocal Agreement, dated December 8, 2020, extending the Interlocal Agreement through September 30, 2021.

WHEREAS, the Parties entered into Third Amendment to the Interlocal Agreement, dated June 14, 2022, extending the Interlocal Agreement through September 30, 2022.

WHEREAS, the Parties desire to extend the Interlocal Agreement through September 30, 2023.

THEREFORE, the Parties hereto agree as follows:

1. The Parties agree to extend the term of the Agreement through September 30, 2023 and to amend Paragraph 1 of the Agreement, Term, to extend the term of the Agreement automatically for one-year periods commencing October 1, 2023, and each year thereafter, unless at least Ninety (90) days' written notification is given by either party that the party will not extend the term of the Agreement. This Agreement will terminate on the effective date of a replacement agreement approved by both the City of Gainesville City Commission and the Alachua County Board of County Commissioners.
2. After execution by the Parties, this Fourth Amendment shall become effective upon filing with the Clerk of the Circuit Court in and for Alachua County, Florida.
3. Except as modified by this Fourth Amendment, all terms and conditions of the Interlocal Agreement, as previously amended, shall remain in full force and effect.

- 4. This Fourth Amendment, together with the original Interlocal Agreement, First Amendment to the Interlocal, the Second Amendment to the Interlocal, and the Third Amendment to the Interlocal constitutes the entire agreement between the Parties.

IN WITNESS WHEREOF, the Parties have caused this Fourth Amendment to Agreement to be executed for the uses and purposes therein expressed on the day and year first above-written.

ALACHUA COUNTY, FLORIDA

By: *A Prizzia*
 Anna Prizzia, Chair
 Board of County Commissioners

Date: Aug 10, 2023

APPROVED AS TO FORM

DocuSigned by:
David Forziano
79E9E81DBE1E4D3...
 Alachua County Attorney's Office

ATTEST:

Jess Irby
 J.K. "Jess" Irby, Esq.

CITY OF GAINESVILLE

By: *Cynthia W. Curry*
Cynthia Curry (Jun 28, 2023 17:09 EDT)
 Cynthia W. Curry, City Manager

Date: Jun 28, 2023

APPROVED AS TO FORM

David C. Schwartz
David C. Schwartz (Jun 27, 2023 12:07 EDT)
 Gainesville City Attorney

**THIRD AMENDMENT TO THE INTERLOCAL AGREEMENT
BETWEEN ALACHUA COUNTY AND THE CITY OF GAINESVILLE
FOR RECYCLING PROCESSING**

THIS THIRD AMENDMENT is made and entered this 14 day of June, 2022 between ALACHUA COUNTY, a charter county and political subdivision of Florida, by and through its Board of County Commissioners, hereinafter referred to as "Alachua County," and the CITY OF GAINESVILLE, FLORIDA, a municipal corporation, hereinafter referred to as "Gainesville." Collectively, Alachua County and Gainesville are hereinafter referred to as the "Parties."

WHEREAS, the Parties entered into an Interlocal Agreement for Recycling Processing dated June 11, 2019.

WHEREAS, the Parties entered into the First Amendment to the Interlocal Agreement, dated November 12, 2019, extending the Interlocal Agreement through September 30, 2020.

WHEREAS, the Parties entered into Second Amendment to the Interlocal Agreement, dated December 8, 2020, extending the Interlocal Agreement through September 30, 2021

WHEREAS, the Parties desire to extend the Interlocal Agreement through September 30, 2022.

THEREFORE, the Parties hereto agree as follows:

1. The term of the Agreement is hereby extended through September 30, 2022.
2. After execution by the Parties, this Third Amendment shall become effective upon filing with the Clerk of the Circuit Court in and for Alachua County, Florida.
3. Except as modified by this Third Amendment, all terms and conditions of the Interlocal Agreement shall remain in full force and effect.
4. This Third Amendment, together with the original Interlocal Agreement, and First and Second Amendments, constitutes the entire agreement between the Parties.

IN WITNESS WHEREOF, the Parties have caused this Third Amendment to Agreement to be executed for the uses and purposes therein expressed on the day and year first above-written.

ALACHUA COUNTY, FLORIDA

By: *Marihelen Wheeler*
Marihelen Wheeler, Chair
Board of County Commissioners
Date: June 14, 2022

CITY OF GAINESVILLE

By: *Cynthia Curry*
Cynthia Curry (May 15, 2022 17:07 EDT)
Cynthia W. Curry, Interim City Manager
Date: May 15, 2022

~~APPROVED~~ AS TO FORM

David Forziano
70E5E81DBE1E4D3...
Alachua County Attorney's Office

~~APPROVED~~ AS TO FORM

David C. Schwartz
David C. Schwartz (May 12, 2022 12:49 EDT)
Gainesville City Attorney

ATTEST:

Jess Irby
J.K. "Jess" Irby, Esq.

Certificate Of Completion

Envelope Id: 5F7380EFB32E4266BB921E372AF4E433	Status: Completed
Subject: 20220614 BoCC #22-0458 #11288 City Of Gainesville 3d Amendment to Interlocal Agreement For recycling	
Source Envelope:	
Document Pages: 2	Signatures: 1
Certificate Pages: 4	Initials: 0
AutoNav: Enabled	Envelope Originator: Thomas (Jon) Rouse trouse@alachuacounty.us
Envelopeld Stamping: Enabled	IP Address: 35.196.167.22
Time Zone: (UTC-05:00) Eastern Time (US & Canada)	

Record Tracking

Status: Original 6/9/2022 9:54:03 AM	Holder: Thomas (Jon) Rouse trouse@alachuacounty.us	Location: DocuSign
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: Alachua County	Location: DocuSign

Signer Events

David Forziano
dforziano@alachuacounty.us
Security Level: Email, Account Authentication (None)

Signature



Signature Adoption: Pre-selected Style
Signed by link sent to dforziano@alachuacounty.us
Using IP Address: 149.19.43.13

Timestamp

Sent: 6/9/2022 9:54:33 AM
Viewed: 6/14/2022 2:01:43 PM
Signed: 6/14/2022 2:02:07 PM

Electronic Record and Signature Disclosure:
Accepted: 9/2/2020 2:02:38 PM
ID: 64124040-3dd9-4e93-9b56-757b83b044a0

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	6/9/2022 9:54:33 AM
Certified Delivered	Security Checked	6/14/2022 2:01:43 PM
Signing Complete	Security Checked	6/14/2022 2:02:07 PM
Completed	Security Checked	6/14/2022 2:02:07 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Alachua County (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Alachua County:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: mguidry@alachuacounty.us

To advise Alachua County of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at mguidry@alachuacounty.us and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Alachua County

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to mguidry@alachuacounty.us and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Alachua County

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to mguidry@alachuacounty.us and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Alachua County as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Alachua County during the course of your relationship with Alachua County.

RECORDED IN OFFICIAL RECORDS
INSTRUMENT # 3303014 2 PG(S)
December 11, 2020 10:58:52 AM
Book 4839 Page 1982
J.K. JESS IRBY, ESQ, Clerk Of Court
ALACHUA COUNTY, Florida



**SECOND AMENDMENT TO THE INTERLOCAL
AGREEMENT BETWEEN ALACHUA COUNTY AND THE CITY OF
GAINESVILLE FOR
RECYCLING PROCESSING**

THIS SECOND AMENDMENT is made and entered this 8th day of December 2020 between ALACHUA COUNTY a charter county and political subdivision of Florida, by and through its Board of County Commissioners, hereinafter referred to as "Alachua County," and the City of Gainesville, Florida, a municipal corporation, hereinafter referred to as "Gainesville." Collectively, Alachua County and Gainesville are hereinafter referred to as the "Parties."

WHEREAS, the Parties entered into an Interlocal Agreement for Recycling Process dated June 11, 2019.

WHEREAS, the Parties entered into the First Amendment to the Interlocal Agreement, dated November 12, 2019, extending the Interlocal Agreement through September 30, 2020.

WHEREAS, the Parties desire to extend the Interlocal Agreement through September 30, 2021.

THEREFORE, the Parties hereto agree as follows:

1. The CITY OF GAINESVILLE and ALACHUA COUNTY agree to extend the term of the Agreement through September 30, 2021.
2. After execution by the Parties, this Second Amendment shall become effective upon filing with the Clerk of the Circuit Court in and for Alachua County, Florida.
3. Except as modified by this Second Amendment, all terms and conditions of the Interlocal Agreement shall remain in full force and effect.
4. This Second Amendment, together with the original Interlocal Agreement and First Amendment to the Interlocal, constitutes the entire agreement between the Parties.

IN WITNESS WHEREOF, the Parties have caused this Second Amendment to Agreement to be executed for the uses and purposes therein expressed on the day and year first above-written.

[Signatures on Following Page]

ALACHUA COUNTY, FLORIDA

By: *Ken Cornell*

Ken Cornell, Chair
Board of County Commissioners

Date: _____

CITY OF GAINESVILLE

By: *[Signature]*

City Manager

Date: Nov 4, 2020

APPROVED AS TO FORM

DocuSigned by:
David Formiano
79E6E01DBE1E4B9...
Alachua County Attorney's Office

APPROVED AS TO FORM

David C. Schwartz
David C. Schwartz (Doc # 20201023153)
Gainesville City Attorney

ATTEST:

[Signature]
J.K. "Jess" Irby, Esq.



**FIRST AMENDMENT TO THE INTERLOCAL AGREEMENT
BETWEEN ALACHUA COUNTY AND THE CITY OF GAINESVILLE FOR
RECYCLING PROCESSING**

THIS FIRST AMENDMENT is made and entered this 12th day of November, 2019 between ALACHUA COUNTY a charter county and political subdivision of Florida, by and through its Board of County Commissioners, hereinafter referred to as "Alachua County," and the City of Gainesville, Florida, a municipal corporation, hereinafter referred to as "Gainesville." Collectively, Alachua County and Gainesville are hereinafter referred to as the "Parties."

WHEREAS, the Parties entered into an Interlocal Agreement for Recycling Process dated June 11, 2019.

WHEREAS, the Parties desire to extend the Interlocal Agreement through September 30, 2020.

NOW, THEREFORE, the parties hereto agree as follows:

1. The CITY OF GAINESVILLE and ALACHUA COUNTY agree to extend the term of the Agreement through September 30, 2020.
2. After execution by the Parties, this First Amendment shall become effective upon filing with the clerk of the circuit court in and for Alachua County, Florida.
3. Except as modified by this First Amendment, all terms and conditions of the Interlocal Agreement shall remain in full force and effect.
4. This Amendment, together with the original Interlocal Agreement, constitutes the entire agreement between the parties.

IN WITNESS WHEREOF, the parties have caused this First Amendment to Agreement to be executed for the uses and purposes therein expressed on the day and year first above-written.

[Signatures on Following Page]

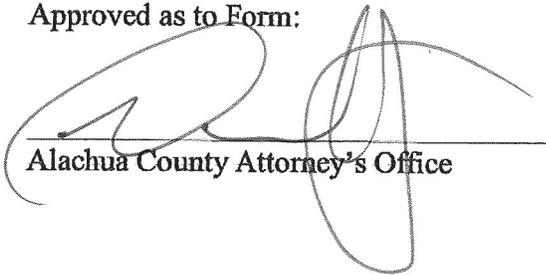
ALACHUA COUNTY, FLORIDA

CITY OF GAINESVILLE

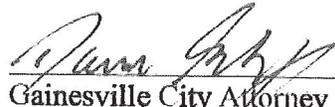
By: 
Charles Chestnut, IV *Robert Hutchinson*
Chair, Board of County Commissioners
Date: 11-12-19

By: 
Deborah Bowie
Interim City Manager
Date: 9/16/19

Approved as to Form:


Alachua County Attorney's Office

Approved as to Form and Legality:


Gainesville City Attorney

ATTEST:


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

ATTEST:

 for
Omichele Gainey, Clerk of the Commission
(CITY SEAL)

~~10/22/2019~~ 11/13
19-0266

Agenda Item Name:

First Amendment to Interlocal Agreement between Alachua County and the City of Gainesville for Recycling Processing

Presenter:

Patrick Irby

Description:

First Amendment to Interlocal Agreement between Alachua County and the City of Gainesville for Recycling Processing. This amendment extends the term of the agreement to September 30, 2020.

Recommended Action:

Approve First Amendment to Interlocal Agreement between Alachua County and the City of Gainesville for Recycling Processing.

Prior Board Motions:

At the June 9, 2019, BOCC meeting the Interlocal Agreement between Alachua County and the City of Gainesville for Recycling Processing was approved.

Fiscal Consideration:

The Interlocal Agreement for recycling processing is on a sliding scale based on blended market price. When the blended market price is high, there is revenue sharing with the County paying the City but when the market price is low, the City has to pay the County a processing fee.

Background:

The operation of the materials recovery facility located at the Leveda Brown Environmental Park was taken over by the County in 2014. For an operation like this, the processing costs per ton are dramatically affected by the volume of throughput. By having the City of Gainesville commit to deliver all of their residential recyclable material to the County's facility, the County is able to better project their processing costs per ton and establish competitive rates in the fee schedule.

Manager's Talking Points

October 8, 2019

Consent Agenda

Title: First Amendment to Interlocal Agreement between Alachua County and the City of Gainesville for Recycling Processing

- Agreement establishes the fee schedule for processing recyclables at the County's Materials Recovery Facility.
- Agreement ensures that the City of Gainesville continues to maintain a dual stream collection program for residential recycling.
- Agreement establishes acceptable contamination levels for recyclables delivered to the Materials Recovery Facility.
- The First Amendment to the Agreement extends the term through September 30, 2020.

**INTERLOCAL AGREEMENT
BETWEEN ALACHUA COUNTY
AND THE CITY OF GAINESVILLE FOR RECYCLING PROCESSING**

This agreement is entered into this 14th day of February, 2016, between Alachua County, a charter county and political subdivision of Florida, by and through its Board of County Commissioners, hereinafter referred to as "County," and the City of Gainesville, Florida, hereinafter referred to as "Agency."

WITNESSETH:

WHEREAS, the County and the Agency are authorized by §163.01, Florida Statutes, to enter into interlocal agreements to cooperatively and efficiently use their powers to provide public services that will advance the general health, safety and welfare of the citizens of Alachua County; and

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereto do mutually agree as follows:

1. **Term.** This Agreement is effective and the term shall commence upon recording of the Agreement as provided herein and continue through September 30, 2018, unless earlier terminated as provided herein. The parties have the option at the end of the initial contract term to extend the agreement for additional one-year periods under the same terms and conditions. All extensions shall be in writing and signed by both the County and the Agency.
2. **Duties of the Agency.**
 - 2.1. The Agency shall have and perform the duties and services to the County as detailed in Attachment "A", Scope of Services.
3. **Duties of the County.**
 - 3.1. The County shall have the perform duties as detailed in Attachment "B".
4. **Payment.**
 - 4.1. The Agency shall pay the County a recycling processing fee calculated monthly on a sliding scale per ton basis based on the blended total rate for commodity sales from the previous month. Outlined below is an example of Sliding Scale Tipping Fee using blended average from all tons sold from the Materials Recovery Facility. The sliding processing rate will remain the same through September 30, 2018, unless both the County and the Agency agree to amend the Agreement.

Total Blended Monthly Sales Total	Tip Fee per ton
\$60-\$69.99	\$75
\$70-\$79.99	\$60
\$80-\$89.99	\$45
\$90-\$99.99	\$30
\$100-\$109.99	\$20
\$110-\$119.99	\$10
\$120-\$129.99	-\$5
Greater than \$130	-\$10

4.2. Payments of all sums properly invoiced under the provisions of this paragraph shall be made, in accordance with the provisions of Chapter 218, Part VII (“Florida Prompt Payment Act”), Florida Statutes.

4.3. Payments shall be made to the following address:

Alachua County Solid Waste and Resource Recovery Department
 Attn: Sally Palmi, Director
 5620 N.W. 120th Lane
 Gainesville, Florida 32653

5. **Notice** – Except as otherwise provided in this agreement any notice of default or termination from either party to the other party must be in writing and sent by certified mail, return receipt requested, or by personal delivery with receipt. For purposes of all notices, the representatives of the County and the Agency are:

County: County Manager
 12 S.E. 1st Street
 Gainesville, Florida 32601

Agency: City Manager
 P.O. Box 490
 Station 6
 Gainesville, Florida 32627

A copy of any notice, request or approval to the County must also be sent to:

J. K. Irby
 12 S.E. 1st Street
 Gainesville, Florida 32601
 ATTN: Finance and Accounting

And to

Procurement Division
 12 S.E. 1st Street
 Gainesville, Florida 32601
 Attn: Contracts

6. Default and Termination.

- 6.1. The failure of the either party to comply with any provision of this Agreement will place that in default. Prior to terminating the Agreement, the party claiming default will notify other party in writing. This notification will make specific reference to the provision which gave rise to the default. The defaulting party will have (7) days to cure the default or to submit a plan to cure acceptable to the other party. The Solid Waste and Resource Recovery Director is authorized to provide written notice of default on behalf of the County, and if the default situation is not corrected within the allotted time the County Manager is authorized to provide final termination notice on behalf of the County to the Agency. The Solid Waste Manager is authorized to provide notice of default on behalf of the Agency and the City Manager is authorized to provide notice of termination on behalf of the Agency.
- 6.2. Either party may also terminate the Agreement without cause by providing written notice to the other party. The Solid Waste and Resource Recovery Director is authorized to provide written notice of termination on behalf of the County and the Solid Waste Manager is authorized to provide written notice of termination on behalf of the Agency. Upon such notice, the parties will immediately, or as provided in the Notice, discontinue all services. In the event of such termination for convenience, either party's recovery against the other shall be limited to that portion of the Agreement amount earned through the date of termination, but neither party shall be entitled to any other or further recovery against the other, including, but not limited to, damages, consequential or special damages, or any anticipated fees or profit on portions of the work not performed.
- 6.3. If funds to finance this Agreement become unavailable, either party may terminate the Agreement with no less than twenty-four hours notice in writing to the other party. The County and Agency will be the final authority as to the availability of funds respectively. The County or Agency will pay for all work completed prior to any notice of termination as applicable.

7. Project Records.

- 7.1. **Project Records.** All records relating in any manner whatsoever to the project, which are in the possession either party shall be made available to the other party for inspection and copying upon written request, and shall be retained as required by Florida Statutes after the completion of all work to be performed; or as required by Chapter 119, Florida Statutes (Public Records Act) and schedules published by the Florida Bureau of Archives and Records Management, or federal requirements, whichever shall be greater. Additionally, said records shall be made available, upon request by either party, to any state, federal, or other regulatory authorities and any such authority may review, inspect and copy such records, except as considered

confidential under Chapter 119, Florida Statutes.

8. Liability.

- 8.1. Each party shall be solely responsible for the negligent or wrongful acts of their employees and agents. Nothing contained herein shall constitute a waiver by either party of its sovereign immunity, the limits of liability or any other provisions of §768.28, Florida Statutes.
- 8.2. Agency shall provide evidence to the other that it has in place a program of self-insurance pursuant to Florida Statutes Sections 111.072, 136.091 and 768.28. That the self-insurance program provides coverage for claims which emanate from Automobile Physical Damage and Public Liability incidents arising from Automobile Liability (both Bodily Injury and Property Damage), Commercial General Liability, and Workers' Compensation with a limit of liability not to exceed \$300,000 per accident.
- 8.3. If Agency is not self-insured, as provided above, it shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the entity, his agents, representatives, employees or subcontractors in the type and of tea amounts required in Attachment "C".

9. Assignment of Interest.

- 9.1. For all assignments, neither party will assign, convey, pledge, sublet, transfer or otherwise dispose any interest in this Agreement and shall not transfer any interest in same without prior written consent of the other party.

10. Successors and Assigns.

- 10.1. The County and Agency each bind the other and their respective successors and assigns in all respects to all of the terms, conditions, covenants, and provisions of this Agreement.

11. Independent Contractor.

- 11.1. In the performance of this Agreement, the Agency is acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venturer, or associate of the County. The Agency is solely responsible for the means, method, technique, sequence, and procedure utilized by the Contractor in the full performance of the Agreement.

12. Conflict of Interest.

- 12.1. The Agency warrants that it nor any of its employees have any financial or personal

interest that conflicts with the execution of this Agreement. The Agency shall notify the County of any conflict of interest due to any other clients, contracts, or property interests.

13. Third Party Beneficiaries.

13.1. This Agreement does not create any relationship with, or any rights in favor of, any third party.

14. Severability.

14.1. If any provision of this Agreement is declared void by a court of law, all other provisions will remain in full force and effect.

15. Non Waiver.

15.1. The failure of any party to exercise any right in this Agreement shall not be considered a waiver of such right.

16. Governing Law and Venue.

16.1. This Agreement is governed in accordance with the laws of the State of Florida. Venue shall be in Alachua County.

17. Attachments.

17.1. All exhibits attached to this Agreement are incorporated into and made part of this Agreement by reference.

18. Amendments.

18.1. The parties may amend this Agreement only by mutual written agreement of the parties.

19. Captions and Section Headings.

19.1. Captions and section headings used herein are for convenience only and shall not be used in construing this Agreement.

20. Construction.

20.1. This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by one of the parties. It is recognized that both parties have substantially contributed to the preparation of this Agreement.

21. Counterpart.

21.1. This Agreement may be executed in any number of and by the different parties hereto on separate counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument.

22. Recording of Agreement.

22.1. Upon execution by the parties hereto, the County shall record this Agreement in the Official Records of Alachua County.

23. Entire Agreement.

23.1. This Agreement constitutes the entire Agreement and supercedes all prior written or oral agreements, understandings, or representations.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed for the uses and purposes therein expressed on the day and year first above-written.

ALACHUA COUNTY, FLORIDA

AGENCY

By: *Ken Cornell*
Name: *Ken Cornell*
Title: *Chair*
Date: *2/15/12*

By: *Frederick J. Murry*
Name: *FREDERICK J. MURRY*
Title: *Atty City Mgr*
Date: _____

ATTEST

ATTEST

J. K. Irby
J. K. Irby, Clerk (SEAL)

Helen Hans

APPROVED AS TO FORM

APPROVED AS TO FORM

[Signature]
Alachua County Attorney's Office

Lisa C. Bennett

ATTACHMENT A: Duties of the Agency

1. **Duties of the Agency.** The Agency shall have and perform the following duties, obligations, and responsibilities to the Agency:
 - 1.1. The Agency and its waste haulers will deliver listed recyclable materials as defined above in compartmentalized vehicles as described in Section 2.2.
 - 1.2. The materials delivered will contain less than 5% non-acceptable materials for recycling.

ATTACHMENT B: Duties of the County

1. **Duties of the County**. The County shall have and perform the following duties, obligations, and responsibilities to the Agency:
 - 1.1. Approved Processing, Reuse and Disposal Methods – The Agency requires the recycling and reuse of the recyclable materials delivered under this Agreement. It is the County’s sole responsibility to process, market, sell, deliver, reuse and/or dispose of the material. The methods selected by the County for the processing, reuse and/or disposal shall be defined clearly and approved by the Agency.
 - 1.2. Delivery and Acceptance – The County shall accept all recyclable materials delivered to the processing facility by the Agency or its waste haulers. Defined material will be collected in vehicles with two compartments, at minimum, so that paper products and comingled containers are separated. County shall accept like recyclable materials from the Agency and the other municipalities within Alachua County and their waste haulers.
 - 1.2.1. The County shall accept the following recyclable materials:
 - 1.2.1.1. Comingled Containers up to two gallons in size – glass and plastic bottles and jars (1-7), margarine tubs and yogurt cups; aluminum and metal cans, including empty aerosol cans; and gable top and aseptic packaging.
 - 1.2.1.2. Paper Products – all newspapers, magazines, catalogs, telephone books, junk mail, office paper, brown paper bags, pasteboard and corrugated cardboard.
 - 1.2.2. The Agency reserves the option to increase/decrease quantities of recyclable materials delivered to the facility and makes no guarantees of quantities to be delivered.
 - 1.3. Facility Hours – The processing facility will be available to the Agency staff or haulers contracted by the Agency, Monday through Friday, 7:00 a.m. to 5:00 p.m. The facility need not be available on the following holidays: New Year’s Day, Dr. Martin Luther King, Jr. birthday, Memorial Day, Independence Day, Thanksgiving, and Christmas Day. The County will provide reasonable, safe and timely access to the disposal site/facility by Agency or contracted haulers inclement and inclement weather.
 - 1.3.1. The County will allow Agency staff to inspect facilities and observe disposition of materials at any time during normal work hours.
 - 1.4. Measurement and Payment – The County shall utilize the certified platform truck scale located at the City’s transfer station for all inbound deliveries by the Agency

and its waste haulers and for all outbound deliveries of recyclable materials sold and all material to be disposed.

- 1.4.1. The County shall charge the Agency a processing fee on a sliding scale per ton for all recyclable materials delivered to the processing facility by the Agency or its contracted haulers.
- 1.4.2. The County shall receive recyclable materials delivered by the Agency or its contracted haulers monthly and charge a processing fee based upon the blended average sales of recyclable materials.

TYPE "A" INSURANCE REQUIREMENTS

"ARTISAN CONTRACTORS / SERVICE CONTACTS"

The Contractor shall procure and maintain for the duration of this contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the contractor/vendor, his agents, representatives, employees or subcontractors.

COMMERCIAL GENERAL LIABILITY

Coverage must be afforded under a per occurrence form policy for limits not less than \$1,000,000 General Aggregate, \$1,000,000 Products / Completed Operations Aggregate, \$1,000,000 Personal and Advertising Injury Liability, \$1,000,000 each Occurrence, \$50,000 Fire Damage Liability and \$5,000 Medical Expense.

AUTOMOBILE LIABILITY

Coverage must be afforded including coverage for all Owned vehicles, Hired and Non-Owned vehicles for Bodily Injury and Property Damage of not less than \$1,000,000 combined single limit each accident.

WORKERS COMPENSATION AND EMPLOYER'S LIABILITY

Coverage to apply for all employees at STATUTORY Limits in compliance with applicable state and federal laws; if any operations are to be undertaken on or about navigable waters, coverage must be included for the USA Longshoremen & Harbor Workers Act.

Employer's Liability limits for not less than \$100,000 each accident; \$500,000 disease policy limit and \$100,000 disease each employee must be included.

BUILDER'S RISK / INSTALLATION FLOATERS (when applicable)

When this contract or agreement includes the construction of and/or the addition to a permanent structure or building; including the installation of machinery and/or equipment, the following insurance coverage must be afforded:

Coverage Form: Completed Value, All Risk in an amount equal to 100% of the value upon completion or value of equipment to be installed.

When applicable: Waiver of Occupancy Clause or Cessation of Insurance clause. Flood Insurance as available under the National Flood Insurance Program.

OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

I. Commercial General Liability and Automobile Liability Coverages

- a. The Alachua County Board of County Commissioners, its officials, employees and volunteers are to be covered as an Additional Insured as respects: Liability arising out of activities performed by or on behalf of the Contractor/Vendor; to include Products and/or Completed Operations of the Contractor/Vendor; Automobiles owned, leased, hired or borrowed by the Contractor.
- b. The Contractor's insurance coverage shall be considered primary insurance as respects the County, its officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officials, employees or volunteers shall be excess of Contractor/Vendor's insurance and shall be non-contributory.

II. All Coverages

- a. The Contractor/Vendor shall provide a Certificate of Insurance to the County with a Ten (10) day notice of cancellation for non-payment of premium and a Thirty (30) day notice of cancellation/non-renewal for all other causes. The certificate shall indicate if cover is provided under a "claims made" or "per occurrence" form. If any cover is provided under claims made

form the certificate will show a retroactive date, which should be the same date of the contract (original if contact is renewed) or prior.

SUBCONTRACTORS

The Contractor/Vendor shall be responsible for all subcontractors working on their behalf as a condition of this agreement. All subcontractors of the Contractor/Vendor shall be subject to the same coverage requirements stated herein.

CERTIFICATE HOLDER: **Alachua County Board of County Commissioners**

MAIL, EMAIL or FAX CERTIFICATES TO:

Risk Management
12 SE 1st Street, 3rd Floor
Gainesville, FL 32601
dryon@alachuacounty.us
Phone: 352-374-5297
Fax: 352-381-0168
Attn: Darlene Ryon

10193



Agenda

ALACHUA COUNTY BOARD OF COUNTY COMMISSIONERS

Jack Durrance Auditorium
Second Floor
12 SE 1st Street
9:00AM

February 14, 2017 BoCC Regular Meeting 9:00AM

Agenda Item #43.

Agenda Item Name:

Interlocal agreement with City of Gainesville for processing recyclable materials

Item Description:

Alachua County operates a materials recovery facility, located at the Leveda Brown Environmental Park. This operation is for the processing of recyclable material generated in Alachua County and the region. The County received ownership of this facility in December 2014, from a private company, SP Recycling. At that time, the County assumed an agreement that the City of Gainesville held with SP Recycling. This agreement had a term which ran through September, 2016. This Interlocal will provide for the City to utilize the services provided by the County for the processing, reuse, marketing, selling and or disposal of all materials delivered by the City to the County materials recovery facility. The County shall charge a processing fee on a sliding scale per ton based on blended average sales of recyclable materials. This Interlocal agreement is for a term through 2018.

Recommended Action:

Approve the Interlocal agreement between Alachua County and the City of Gainesville.

Prior Board Motions

N/A

Fiscal Consideration:

Previously City of Gainesville paid \$45/ton for processing of recyclables and participated in a revenue share with the County. Interlocal changes to where the City pays a sliding scale tipping fee and no revenue share. The net fiscal effect of this change is expected to be minimal with a simplifying of monthly billing.

Estimated budgeted revenue using three month market average: \$163,087

Background:

Alachua County operates a materials recovery facility, located at the Leveda Brown Environmental Park. This operation is for the processing of recyclable material generated in Alachua County and the region. The County received ownership of this facility in December 2014, from a private company, SP Recycling. At that time, the County assumed an agreement that the City of Gainesville held with SP Recycling. This agreement had a term which ran through September, 2016. This Interlocal will provide for the City to utilize the services provided by the County for the processing, reuse, marketing, selling and or disposal of all materials delivered by the City to the County materials recovery facility. The former agreement between the City and SP Recycling included a processing fee of \$45/ton and revenue share on the sale of the recyclables. During the past few years, markets for the sale of recyclable material have continued to drop and the old fee structure is not sufficient to manage the costs of operating the facility. The new fee structure, allows the County to recover costs, reduce the processing fees and adjust these fees based on the current market value of the recycling commodities. These fees are analyzed annually as part of our fee schedule analysis.