

**THIRD AMENDMENT TO INTERLOCAL AGREEMENT BETWEEN
ALACHUA COUNTY AND THE CITY OF GAINESVILLE
FOR SOLID WASTE MANAGEMENT SERVICES**

THIS THIRD AMENDMENT TO THE INTERLOCAL AGREEMENT PERTAINING TO THE SOLID WASTE MANAGEMENT SERVICES, is made effective as of this 1st day of October, A.D., 2009, by and between Alachua County, a charter county and political subdivision of the State of Florida, hereinafter referred to as "County", and the City of Gainesville, a municipal corporation of the State of Florida, hereinafter referred to as "City";

WITNESSETH:

WHEREAS, the County and the City have previously entered into an Interlocal Agreement for Solid Waste Management Services dated May 12, 1998, (the "Interlocal"); a First Amendment to Interlocal Agreement for Solid Waste Management Services dated September 28, 2004; a Memorandum of Understanding for Solid Waste Management Services dated November 23, 2004; and a Second Amendment to the Interlocal Agreement for Solid Waste Management Services, dated October 23, 2007 (these four documents being collectively referred to herein as "Agreements"); and

WHEREAS, the reporting requirements of the May 12, 1998 Interlocal Agreement and the November 23, 2004 Memorandum of Understanding are in conflict; and

WHEREAS, Article VI., Section 4. of the Interlocal allows for renewal by mutual agreement of the parties; and

WHEREAS, the City and County desire to extend the Agreements through December 31, 2018; and

WHEREAS, the City and County agreed that there will be City representation at formal disposal negotiations with the New River Solid Waste Association; and

WHEREAS, the City and County agreed to develop and implement contractual flow-control within their respective jurisdictions, while continuing to pursue one or more exclusive commercial franchises as a backup; and

WHEREAS, the City and County agreed for the County to formalize interlocal disposal agreements with the other municipalities in the county; and

WHEREAS, the City and County agreed to fund care of identified closed landfills through cooperative funding mechanisms; and

WHEREAS, the City and County agreed to, through the interlocal disposal agreement, share expertise on proper maintenance of closed landfills;

NOW THEREFORE, the City and County do hereby agree as follows:

1. ARTICLE III, Section 3, of the Interlocal is amended in its entirety to read:
The County shall, no later than March 31 of each year, prepare an annual report on its Solid Waste Management System. The report shall provide specific details of each of the elements and programs which comprise the County's solid waste management system. This report shall clearly identify program costs. The report shall also include a disclosure of the total tonnage received during the fiscal year and the origin of such tonnage as it relates to the City, all other cities, the unincorporated area of the County, and out-of-County waste. The County shall keep records of the revenues and expenses of the solid waste management system and the City shall have the right at all reasonable times to inspect all records, accounts, and data relating thereto.

The County shall also provide quarterly reports to the City, which shall include tonnages of waste received at the County's transfer station and a

summary of revenues and expenses for each of the solid waste management programs. The third quarter report for each year shall include an evaluation and projection of revenues and expenditures associated with each element and program of the solid waste management system for the following fiscal year in order to project the following years solid waste management services fees.

2. ARTICLE III, Section 6 is added, as follows:

The County shall include City representation at formal disposal negotiations with the New River Solid Waste Association.

3. ARTICLE III, Section 7 is added, as follows:

The County agrees to develop and implement contractual flow-control within its jurisdiction, while continuing to pursue one or more exclusive commercial franchises as a backup

4. ARTICLE III, Section 8 is added, as follows:

The County agrees to formalize interlocal disposal agreements with the other municipalities in the county

5. ARTICLE III, Section 9 is added, as follows:

The County agrees to fund care of identified closed landfills through cooperative funding mechanisms with the City.

6. ARTICLE III, Section 10 is added, as follows:

The County agrees to share expertise on proper maintenance of closed landfills with the City.

7. ARTICLE IV, Section 5 is added, as follows:

To the extent allowed by law, the City agrees to develop and implement

contractual flow-control within its jurisdiction. In addition, the City may pursue one or more exclusive commercial franchises.

8. ARTICLE IV, Section 6 is added, as follows:

The City agrees to negotiate cooperative funding mechanisms with the County to fund care of closed landfills for which the City and County are responsible pursuant to Florida law.

9. ARTICLE IV, Section 7 is added, as follows:

The City agrees to share expertise on proper maintenance of closed landfills with the County.

10. ARTICLE VI, Section 1, of the Interlocal is amended in its entirety to read:

This agreement shall become effective on the date of execution and shall remain in effect until December 31, 2018 unless earlier terminated as provided herein.

11. ARTICLE VI, Section 4, the first sentence is hereby changed to read:

Upon mutual agreement by the City and County, this Agreement may be renewed.

12. This Third Amendment shall be recorded by the County in the Public Records of Alachua County, Florida after both parties have executed this document.

13. Except as modified by this Third Amendment (the language of which shall govern in the event of any conflict with the Agreements), all terms and conditions of the Agreements shall remain in full force and effect. This amendment shall take effect upon the date of execution.

IN WITNESS WHEREOF, the parties have caused this Third Amendment to

Interlocal Agreement to be executed for the uses and purposes therein expressed on the day and year first above-written.

ALACHUA COUNTY, FLORIDA

By: 
Mike Byerly, Chair
Board of County Commissioners

ATTEST:



J. K. "Buddy" Irby, Clerk

(SEAL)

APPROVED AS TO FORM


Alachua County Attorney


CITY OF GAINESVILLE

By: 
Pegeen Hanrahan, Mayor

ATTEST:


Kurt M. Lannon, Clerk of the Commission

APPROVED AS TO FORM AND LEGALITY:


Gainesville City Attorney
Senior Assistant

Solid Waste Haulers Franchise Public Hearing Notice by Letter List

Hauler	City		County	Permit	Contact	Telephone	Mailing Address	City	Zip
	Permit	Permit							
Florence Recycling & Disposal	Active	N/A	Paul Florence	352/375-5189	5745 SW 75th St. #305	Gainesville	32601		
Onyx Waste Services of Florida, Inc.	Active	Active	Bill Stubblebine	352/351-8886	5111 S. Pine Ave.	Ocala	34480		
Southeastern Containers, Inc.	Active	Active	Ray Achey	352/372-0507	P.O. Box 1185	Gainesville	32602		
Southland Waste Systems	Active	Active	John Foley	352/373-6776	13331 S. US Hwy 441	Lake City	32025		
Strickland Construction Service	Active	N/A	Adam Harrington	352/337-0008	7300 Crill Ave Suite 65	Palatka	32177		
Superior Waste Services Inc.	Active	N/A	Robert Garrett	352/379-3300	5111 S Pine Ave Suite M	Ocala	34480		
Tropical Recycling Inc	Active	Expired	Glenn Johnson Jr.	352/332-3885	P.O. Box 115	Micanopy	32667		
W G Johnson & Son Inc.	Active	Active	Larry Watson	352/376-6219	2430 NW 73rd PL	Gainesville	32653		
Watson Construction Co. Inc.	Active	Active	Scott Kishon	352/472-9157	940 NW 247th Dr.	Newberry	32669		
Waste Management of Florida Inc.	Active	N/A	Fred Wood	352/377-0800	5002 SW 41st Blvd.	Gainesville	32607		
Waste Pro of Florida, Inc.	Active	Expired	Doug McCray	386/462-2500	13205 NW US Hwy. 441	Alachua	32616		
1-800-GOT-JUNK?	Active	N/A		804/543-8513	3880 NW 23rd Ter.	Gainesville	32605		

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Log Number: _____

Agenda Item Summary Form

Prepared by:	Requested by:	Approved by:	Department Director::
Karen Deeter	Karen Deeter	<i>KD</i>	Richard Hedrick
Date: 12/7/09	Date: 12/7/09	Date:	Date:

Select an Agenda	January 12, 2009
Select a Category	Consent/Governmental Units
Select a Sub-Category	Community Services Group
Item Type:	Action
Title	Solid Waste: Third Amendment to Interlocal with City of Gainesville
Amount:	N/A
Description:	Solid Waste: Third Amendment to the Interlocal Agreement for Solid Waste Management Services between the City of Gainesville and Alachua County
Recommendation:	Approve the Third Amendment to the Interlocal Agreement for Solid Waste Management Services between the City of Gainesville and Alachua County, extending the term to December 31, 2018.
Alternative(s):	Do not approve the Third Amendment to the Interlocal Agreement for Solid Waste Management Services between the City of Gainesville and Alachua County, which would mean that the City would no longer be obligated to bring their solid waste to Alachua County's Transfer Station.
Requested By:	Richard Hedrick, 374-5245, ext. 211
Originating Department:	Public Works
Attachment(s) Description:	Third Amendment to the Interlocal Agreement for Solid Waste Management Services between the City of Gainesville and Alachua County
Documents Requiring Action:	Third Amendment to the Interlocal Agreement for Solid Waste Management Services between the City of Gainesville and Alachua County
Executive Summary:	This is the Second Extension/Third Amendment to the Interlocal Agreement for Solid Waste Management Services between the City of Gainesville and Alachua County. This item involves an agreement between the City of Gainesville and Alachua County for solid waste disposal Services from October 1, 2009 through December 31, 2018.
Background:	<p>The Interlocal Agreement for Solid Waste Management Services between the City of Gainesville and Alachua County of May 12, 1998, First Amendment dated September 28, 2004, Memorandum of Understanding dated November 23, 2004, and the Second Amendment dated October 23, 2007 obligates the City to require its residential solid waste contractor to deliver all acceptable waste collected within the City to the County's designated facilities. The agreement expired September 30, 2009.</p> <p>At the joint Alachua County/City of Gainesville Commission meeting on March 18, 2008, the two commissions approved extending the interlocal agreement through December 31, 2018.</p> <p>The following recommendations approved at the joint meeting have also been incorporated into this amendment:</p>

Log Number:

	<p>ARTICLE III, Section 6 is added to include City representation at formal disposal negotiations between the County and the New River Solid Waste Association.</p> <p>In ARTICLE III, Section 7 and ARTICLE IV, Section 5, the County and City agree to develop and implement contractual flow-control within their jurisdictions, while continuing to pursue one or more exclusive commercial franchises as a backup.</p> <p>In ARTICLE III, Section 8, the County agrees to formalize interlocal disposal agreements with the other municipalities in the county.</p> <p>In ARTICLE III, Section 9 and ARTICLE 4, Section 6, the County and City agree to fund care of identified closed landfills through cooperative funding mechanisms.</p> <p>In ARTICLE III, Section 10 and ARTICLE IV, Section 7, the County and City agree to share expertise on proper maintenance of closed landfills.</p> <p>In addition, ARTICLE III, Section 3 has been amended to resolve the conflict in reporting requirements between the May 12, 1998 Interlocal Agreement and the November 23, 2004 Memorandum of Understanding.</p> <p>This is the second extension to the term of the agreement. On November 5, 2009, the City of Gainesville Commission approved this amendment.</p>
Issues:	If this Third Amendment to the Interlocal agreement is not approved, the City of Gainesville will no longer be obligated to bring their solid waste to Alachua County's Transfer Station.
Fiscal Recommendation:	Approval of the amendment to the Interlocal will assure the revenue stream from the City of Gainesville's residential waste to the Alachua County Transfer Station through the remaining term of the contract with the New River Solid Waste Association.
Fiscal Alternative(s):	The revenue stream from the City of Gainesville's residential waste to the Alachua County Transfer Station will no longer be assured.
Funding Sources:	N/A
Account Code(s):	N/A

**General and Technical Specifications for
Solid Waste, Recyclable Materials and
Yard Trash Collections within the
City of Gainesville and Alachua County**

Prepared by: ALACHUA COUNTY AND CITY OF GAINESVILLE
P.O. Box 1188
Gainesville, FL 32602
(352) 338-3233

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EXHIBIT A
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EXHIBIT B
 SUBSCRIPTION COLLECTION AREA.....

EXHIBIT C
 FORM OF PERFORMANCE BOND

1) SCOPE OF SERVICES

1.1 Liaison Between City/County and Contractor

1.1.1 All technical questions about these specifications are to be directed to Steve Joplin, City of Gainesville Solid Waste, at (352) 334-2330, or to Milton Towns, Alachua County Waste Collection, at (352) 338-3233.

1.2 Commencement of Work:

1.2.1 The Work outlined in these Specifications shall commence immediately upon receipt of a Notice to Proceed, but no later than October 1, 2009.

1.3 Term:

1.3.1 The term of this contract shall be for a seven (7) year period beginning October 1, 2009, or the date a contract is executed, unless otherwise terminated as provided herein and subject to funds budgeted in each fiscal year, if applicable.

1.3.2 The initial term of this contract may be extended for up to two successive periods of five years each, commencing with the expiration of the initial term, based upon successful negotiations of the terms of any extension between the County and/or City and the Contractor. Negotiations shall commence at least fifteen months before the expiration of the initial term and shall be concluded at least twelve months before the expiration of the initial term, at which time the County and/or City shall notify the Contractor in writing of the intent to renew the contract, if such intent exists. Any such written notice shall be served by certified or registered mail, return receipt requested. Negotiations for subsequent extensions shall proceed in the same manner in each succeeding term of the contract, provided, however, that any deadlines for commencing or concluding negotiations may be adjusted on a pro rata basis with the term of the extension by mutual agreement of the parties. This section may be modified upon mutual agreement of the parties at any time prior to the expiration of the current term.

1.4 Ability of Duly Incorporated Governmental Entities to Take Advantage of the Terms and Conditions of this Contract

1.4.1 Duly incorporated governmental entities shall be provided with the ability to take advantage of all terms and conditions herein enumerated with the written consent of the duly incorporated governmental entity and the Contractor.

1.5 Definition of Terms

1.5.1 "Authorized Representative" means any representative of the County, City, or Contractor, whether or not an employee of the entity, designated as the County's, City's, or Contractor's Authorized Representative for the purposes of this Contract either in a provision of these Specifications or in a subsequent written communication between the appropriate Manager and the Contractor.

1.5.2 "Back Door Service" means any physical location for the placement of Solid Waste or Recyclable Materials on the customer's property intended for Residential Collection Service and disposal that is not "Curbside/Roadside."

1.5.3 "Biomedical Waste" means any Solid Waste or liquid waste which may present a threat of infection to humans. The term includes, but is not limited to, nonliquid human tissue and body parts; laboratory and veterinary waste which contain human-disease-causing agents; discarded disposable Sharps, human blood, and human blood products and body fluids; and other materials which in the opinion of the Department of Health represent a significant risk of infection to persons outside the generating facility. The term does not include human remains that are disposed of by persons licensed under Chapter 470, Florida Statutes.

1.5.4 "Biological Waste" means Solid Waste that causes or has the capability of causing disease or infection and includes, but is not limited to, Biomedical Waste, diseased or dead animals, except as described herein, and other wastes capable of transmitting pathogens to humans or animals. The term does not include human remains that are disposed of by persons licensed under Chapter 470, Florida Statutes.

- 1.5.5 "Board" means the Board of County Commissioners of Alachua County, Florida.
- 1.5.6 "Bulk Items" means those items that may require special handling and management, including, but not limited to: household furniture, white goods and materials not exceeding two cubic yards of Interior Remodeling and Home Repairs Trash as defined herein. Bulk Items must be usual to housekeeping and must be generated by the customer at the dwelling unit where the Bulk Item is collected. Bulk Items do not include items herein defined as Exempt Waste.
- 1.5.7 "City" means the City of Gainesville, Florida, a municipal corporation, or the area within the municipal corporate limits of the City, as same may change from time to time.
- 1.5.8 "City Manager" means the City Manager of Gainesville, Florida, or the designee of such person.
- 1.5.9 "Commercial Collection Service" means the collection and transportation of Recyclable Materials, Yard Trash and Solid Waste from commercial property by the owner or any other person to a Solid Waste Management Facility.
- 1.5.10 "Commercial Property" means all improved property other than Residential Property.
- 1.5.11 "Commercially Collected Residential Service: City" means the collection of solid waste, other than Hazardous Waste and Biomedical Waste, provided to persons occupying residential dwelling units in buildings with five (5) or more dwelling units within the City and persons occupying residential dwelling units in buildings with two (2) to four (4) dwelling units within the City who have been allowed by the City to opt-out of residential service.
- 1.5.12 "Commercially Collected Residential Service: County" means the collection of solid waste, other than hazardous waste and bio-medical waste, provided to persons occupying residential dwelling units on parcels with ten (10) or more dwelling units within the County and persons occupying residential dwelling units on parcels within the County which have been reclassified as Commercial Property by the County.
- 1.5.13 "Commercially-generated Waste" means Rubbish, Yard Trash or Bulk items, or any combination thereof, generated by builders, building contractors, nurseries, privately-employed tree trimmers, tree surgeons and landscape services, (other than regular yard maintenance), which shall not be collected as Residential Solid Waste.
- 1.5.14 "Construction and Demolition Debris" means discarded materials generally considered to be not water soluble and nonhazardous in nature, including, but not limited to, steel, glass, brick, concrete, asphalt, roofing material, pipe, gypsum wallboard, and lumber, from the construction or destruction of a structure or part of a construction or demolition project or from the renovation of a structure, and including rocks, soil, tree remains, trees, and other vegetative matter that normally results from land clearing or land development operations for a construction project, including such debris from construction of structures at a site remote from the construction or demolition project site. Mixing of Construction and Demolition Debris with other types of solid waste will cause it to be classified as other than Construction and Demolition Debris. The term Construction and Demolition Debris shall also include:
- 1.5.14.1 Clean cardboard, paper, plastic, wood, and metal scraps from a construction project;
 - 1.5.14.2 Except as provided in Section 403.707(12)(j), *Florida Statutes*, unpainted, nontreated wood scraps from facilities manufacturing materials used for construction of structures or their components and unpainted, nontreated wood pallets provided the wood scraps and pallets are separated from other solid waste where generated and the generator of such wood scraps or pallets implements reasonable practices of the generating industry to minimize the commingling of wood scraps or pallets with other solid waste; and
 - 1.5.14.3 De minimis amounts of other nonhazardous wastes that are generated at construction or destruction projects provided such amounts are consistent with best management practices of the industry.
- 1.5.15 "Container" means and includes any light gauge steel, plastic, or galvanized receptacle, closed at one end and open at the other, having two (2) handles upon the sides of the can or bail by which it may be lifted and shall have a tight-fitting top, or any other metal or plastic container not more than 35 gallons capacity which has handles or bails for lifting.

- 1.5.16 "Contract or Agreement" means the Contracts executed by the County and the Contractor and by the City and the Contractor, for the performance of the Work. The Contracts shall be substantially in the form provided in these Specifications or by purchase order incorporating the provisions of the Specifications.
- 1.5.17 "Contractor or Vendor" means the person, firm, corporation, organization or agency with whom the Owner has executed a Contract for performance of the Work or supply of equipment or materials or his or her duly Authorized Representative.
- 1.5.18 "County" means the Board of County Commissioners of Alachua County, Florida or an Authorized Representative.
- 1.5.19 "County Manager" means the County Manager of Alachua County, Florida, or the designee of such person.
- 1.5.20 "Curbside/Roadside" means four (4) feet from the edge of the traveled road or an alternative designated physical location for the placement of Refuse accumulations intended for Residential Collection Service. This designated location shall be as near as possible to the traveled streets or alley. The intention of a Curbside/Roadside designation is to allow collection by the Contractor's personnel in a rapid manner with minimal walking or reaching. In all cases, the appropriate Manager or designee shall have the authority to approve or specify the precise location for such Curbside/Roadside placement.
- 1.5.21 "Designated Facility" means the place or places specifically designated by the City and the County for the disposal or processing of Solid Waste, Recyclable Materials or Yard Trash.
- 1.5.22 "E-Waste" means discarded home electronic devices containing both valuable as well as harmful materials which require special handling and recycling methods, and can be feasibly recycled as part of the residential solid waste program.
- 1.5.23 "Exempt Waste" means, singularly or in combination, Infectious Waste, Biomedical or Biological waste, Commercially-generated Waste, tires, Construction and Demolition Debris, land clearing debris, Hazardous Waste, Sludge, automobiles, automobile parts, boats, boat parts, boat trailers, internal combustion engines, lead-acid batteries, used oil, Yard Trash that exceeds the dimensions described in the Scope of Services, and residential or commercial solid waste for which there is no legally permitted disposal, processing, transfer or storage facility within Alachua County.
- 1.5.24 "Garbage" means all kitchen and table food waste and animal or vegetative waste that is attendant with or results from the storage, preparation, cooking, or handling of food materials.
- 1.5.25 "Hazardous Waste" means Solid Waste, or a combination of Solid Wastes, which, because of its quantity, concentration, or physical, chemical, or infectious characteristics, may cause, or significantly contribute to, an increase in mortality or an increase in serious irreversible or incapacitating reversible illness or may pose a substantial present or potential hazard to human health or the environment when improperly transported, disposed of, stored, treated, or otherwise managed. The term does not include human remains that are disposed of by persons licensed under Chapter 470, *Florida Statutes*.
- 1.5.26 "Household Furniture" means all movable articles or apparatus for equipping a residence, including, but not limited to, chairs, tables, sofas, and mattresses.
- 1.5.27 "Household Trash" means accumulations of paper, magazines, packaging, containers, sweepings, and all other accumulations of a nature other than Garbage or Yard Waste, which are usual to housekeeping and to the operation of stores, offices and other places of business.
- 1.5.28 "Improper Vehicle" means any vehicle which is in violation of any provision of this Contract.
- 1.5.29 "Infectious Waste" means those wastes which may cause disease or may reasonably be suspected of harboring pathogenic organisms. Included are wastes resulting from the operation of medical clinics, hospitals, and other facilities producing wastes which may consist of, but are not limited to, diseased human and animal parts, contaminated bandages, pathological specimens, hypodermic needles, contaminated clothing, and surgical gloves.

- 1.5.30 "Institutional Property" means a dwelling unit owned by any state, county or municipal housing authority, or the federal government or an agency thereof, which is exempt from the payment of ad valorem taxes.
- 1.5.31 "Interior Remodeling and Home Repairs Trash" means materials, including, but not limited to, lumber; drywall, plumbing fixtures, carpet or other flooring materials accumulated by the resident during the course of a self-performed interior improvement project.
- 1.5.32 "Landfill" means any Solid Waste land disposal area for which a permit, other than a general permit, is required by Section 403.707, *Florida Statutes*, that receives Solid Waste for disposal in or upon land other than a land-spreading site, injection well, or a surface impoundment.
- 1.5.33 "Manager" means the City Manager of Gainesville, Florida, or the designee of such person, or the County Manager of Alachua County, Florida, or the designee of such person, unless specifically designated City Manager or County Manager herein.
- 1.5.34 "Mechanical Container" means and includes any detachable metal container designed or intended to be mechanically dumped into a loader/packer type of garbage truck used by the Contractor.
- 1.5.35 "Municipal Property" means all property owned, leased, rented or controlled by the City of Gainesville.
- 1.5.36 "Multi-Family Dwelling Units, County" means and includes any building or structure containing two (2) or more dwelling units held under common ownership. Parcels containing over nine (9) dwelling units are classified as Commercial Property.
- 1.5.37 "Multi-Family Dwelling Units, City" means any building containing two (2) but not more than four (4) permanent living units, not including motels and hotels. Buildings over four (4) living units are classified as Commercial Property unless service of a different nature is approved by the City Manager or the designee of such person.
- 1.5.38 "Recovered Materials" means metal, paper, glass, plastic, textile, or rubber materials that have known recycling potential, can be feasibly recycled, and have been diverted and source separated or have been removed from the Solid Waste stream for sale, use or reuse as raw materials, whether or not the materials require subsequent processing or separation from each other, but does not include materials destined for any use that constitutes disposal. Recovered Materials as described above are not Solid Waste.
- 1.5.39 "Recyclable Material" means those materials which are capable of being recycled and which would otherwise be processed or disposed of as Solid Waste.
- 1.5.40 "Recycling" means any process by which Solid Waste, or materials which would otherwise become Solid Waste, are collected, separated, or processed and reused or returned to use in the form of raw materials or products.
- 1.5.41 "Refuse" means both Rubbish and Garbage or a combination or mixture of Rubbish and Garbage including paper, glass, metal and other discarded matter, excluding Recyclable Materials and Yard Trash.
- 1.5.42 "Residential Collection Service" means the collection and transportation of Recyclable Materials, Yard Trash, and other Solid Waste from residential property by the Contractor to a Solid Waste Management Facility.
- 1.5.43 "Residential Property: County" means all improved property which is used as single-family dwelling units and condominiums, and Multi-Family Dwelling Units consisting of less than ten units within the same building, unless such single-family dwelling unit, condominium or multi-family dwelling unit has been reclassified as Commercial Property pursuant to Section 75.408 of the Alachua County Code. Residential Property does not include Institutional Property.
- 1.5.44 "Residential Property: City" means all improved property which is used as single-family dwelling unit and Multi-Family Dwelling Units consisting of less than five units within the same building.
- 1.5.45 "Residential Solid Waste" means any Garbage, Rubbish, Yard Trash or Bulk Item that is usual

housekeeping. Residential Solid Waste is Solid Waste generated by the customer at the dwelling unit at which the Residential Solid Waste is collected and does not include items defined herein as Commercially-generated Waste or Exempt Waste.

- 1.5.46 "Rubbish" means waste material other than Garbage, usually attendant to domestic households or housekeeping, and attendant to the operation of stores, offices and other places of business. Rubbish shall include, but is not limited to, paper, magazines, packaging, receptacles, textile materials, excelsior, bottles, cans and ceramic materials.
- 1.5.47 "Sharps" means those Biomedical Wastes which as a result of their physical characteristics are capable of puncturing, lacerating or otherwise breaking the skin when handled.
- 1.5.48 "Sludge" means and includes the accumulated solids, residues, and precipitates generated as a result of waste treatment or processing, including wastewater treatment, water supply treatment, or operation of an air pollution control facility, and mixed liquids and solids pumped from septic tanks, grease traps, privies, or similar waste disposal appurtenances.
- 1.5.49 "Solid Waste" means Sludge unregulated under the federal Clean Water Act or Clean Air Act, Sludge from a waste treatment works, water supply treatment plant, or air pollution control facility or Garbage, Rubbish, Refuse, Special Wastes, or other discarded material, including solid, liquid, semisolid, or contained gaseous material resulting from domestic, industrial, commercial, mining, agricultural, or governmental operations. Recovered Materials, as defined herein, are not Solid Waste.
- 1.5.50 "Special Service" means any collection or disposal service provided which exceeds the specifications of this Contract and for which a special charge is applied.
- 1.5.51 "Special Wastes" means Solid Wastes that can require special handling and management, including, but not limited to, asbestos, White Goods, waste tires, used oil, lead-acid batteries, Construction and Demolition Debris, ash residue, Yard Trash and Biological Wastes.
- 1.5.52 "Specifications" means directions, provisions and requirements contained in these General and Technical Specifications for "Solid Waste, Recycling and Yard Trash Collections within the City of Gainesville and County of Alachua" and Bonds (if any), together with any written Contract made or to be made setting out or relating to the methods and manner for the Work to be carried out.
- 1.5.53 "Standard Cart" means a two-wheeled container with attached lid and handle, available in twenty (20), thirty-five (35), sixty-four (64) and ninety-six (96) gallon or approximate sizes, designed to be dumped mechanically into a hopper.
- 1.5.54 "Subcontractor" means any person, firm or corporation other than the Contractor supplying labor or materials for Work being performed under these Specifications.
- 1.5.55 "Universal Collection Area" means the portion of the unincorporated area of the County designated as such by the County to be provided curbside solid waste, recycling and yard trash collection services. This area, also called the "Mandatory Collection Area" is described in Exhibit A attached hereto.
- 1.5.56 "Vegetative Matter" means any plant material.
- 1.5.57 "White Goods" means and includes inoperative and discarded refrigerators, ranges, water heaters, freezers, room air conditioners, and other similar domestic and commercial large appliances.
- 1.5.58 "Work" means any work, services, materials, parts or equipment furnished under or made a part of the Contract.
- 1.5.59 "Yard Trash" means Vegetative Matter resulting from landscaping maintenance and land-clearing operations, and includes, but is not limited to, materials such as tree and shrub trimmings, grass clippings, palm fronds, trees and tree stumps.

1.6 Services to be Performed by Contractor – General:

1.6.1 Description of the work

1.6.1.1 The Contractor shall provide Residential Solid Waste, Recycling and Yard Trash collection services within the City and the universal refuse collection area of the County. The universal area of the County is described in Exhibit A attached hereto and incorporated herein by reference as if set out in full. The Contractor shall not be responsible for the billing and collection of Solid Waste fees from residential customers in the City or the universal area of the County. In the non-universal, unincorporated area of the County, as described in Exhibit B attached hereto and incorporated herein by reference as if set out in full, the Contractor shall have the exclusive right to provide residential subscription service. The Contractor shall be responsible for the billing and collection of Solid Waste and Recycling fees from residential subscription customers in the non-universal area.

1.6.1.2 It is the responsibility of the Contractor to become familiar with and to determine the nature and conditions affecting the collection and disposal of Solid Waste, Recyclable Material and Yard Trash in the City and Alachua County.

1.6.1.3 The Contractor shall provide, at his or her own expense, all labor, insurance, supervision, machinery and equipment, plant building, trucks and any other tools, equipment, accessories and items necessary to maintain the required standard for collections and disposal set forth herein.

1.6.2 Protection of Adjacent Property and Utilities

1.6.2.1 The Contractor shall conduct his or her Work in such a manner as to avoid damage to adjacent private or public property and shall immediately repair or pay for any damage incurred through its operations. The Contractor shall be cognizant of all existing utilities and it shall operate with due care in the vicinity of such utilities and shall immediately repair or have repaired at no additional cost to the owner or the City or the County any breakage or damage caused by the Contractor's operation.

1.6.2.2 The Contractor will respond, within twenty-four (24) hours, to any customer who reports property damage alleged to be caused by the Contractor. All damaged mailboxes shall be repaired or replaced within twenty-four (24) hours of notification. The Contractor shall notify the City or County of each property damage complaint, its status and resolution in a timely manner.

1.6.3 Spillage

1.6.3.1 The Contractor shall not litter or cause any spillage or leakage, including hydraulic oil and leachate, to occur upon the premises or the rights-of-way wherein the collection shall occur. The Contractor may refuse to collect any Solid Waste or Recyclable Material that has not been placed in a receptacle, or Yard Trash that has not been prepared as provided herein. All Solid Waste, Recyclable Material and Yard Trash collected shall be contained, tied, or enclosed so that leaking, spilling, and blowing are prevented. In the event of any spillage or leakage caused by the Contractor, the Contractor shall promptly clean up all spillage or leakage.

1.6.4 Designated Facility

1.6.4.1 All Solid Waste, Recyclable Material and Yard Trash shall be hauled to the Designated Facility or Facilities as directed in writing by the appropriate Manager. It is the intent of the Entities to locate such facilities within Alachua County whenever possible.

1.6.5 Ownership of Materials

1.6.5.1 All Solid Waste, Recyclable Material and Yard Trash collected shall remain the property of the County or City. Unless otherwise specified herein; the County or City will be responsible for the processing, disposal and marketing of materials collected in accordance with the specification herein.

1.6.6 Frequency of Collection

1.6.6.1 The Contractor shall collect Solid Waste, Recyclable Material and Yard Trash from places of residence within the Contract collection and subscription areas one (1) time per week. Within the Contract collection areas, Solid Waste, Recyclable Material and Yard Trash collections shall be provided on the same day for each residence.

1.6.7 Days of Collection

1.6.7.1 All collection services shall be provided on a Monday through Thursday four day work week. For the week in which the holiday occurs during a scheduled service day, collection shall be one day following the normally scheduled collection day for all days of that week, beginning with the holiday and finishing on Friday of that week.

1.6.7.2 For the County ONLY

Only Within the Subscription Area, collection services may be provided on a Monday through Friday workweek. For the week in which a holiday occurs during a scheduled service day, collection shall be one day following the normally scheduled collection day for all days of that week, beginning with the holiday and finishing on Saturday of that week.

1.6.8 Route Maximization

1.6.8.1 City and County collection routes may be blended if the Contractor can demonstrate that this will increase efficiency and cost effectiveness, which will reduce per household collection rates for the County and City. The Contractor shall provide a reliable method for calculating the amount of solid waste, recyclable materials and yard trash collected in the City and County respectively on all overlapping routes.

1.6.8.2 The Contractor shall provide an annual route audit of all blended routes at a time specified by the City and County. For a period of no less than one full work week each year, the Contractor will provide separate collection of all Solid Waste, Recyclable Materials and Yard Waste. The Contractor will also provide an accurate house count for all services and cart sizes for solid waste collections as part of the audit.

1.6.9 Hours of Collection

1.6.9.1 Collection shall begin no earlier than, and shall cease no later than, the start and finish times stipulated by County and City Ordinances respectively. In the event of an emergency, collection may be permitted at times not allowed by this paragraph, provided the Contractor has received prior verbal approval from the appropriate Manager, to be later evidenced by a written memorandum confirming the approval. Should the Contractor not confirm and obtain in writing the approval to operate on an emergency basis, it shall be conclusively presumed that the Contractor had not obtained such approval. No collection shall occur on Sundays or on holidays as designated herein, except in a time of emergency or to maintain a regular schedule due to holidays recognized by the Contractor.

1.6.10 Point of Pickup

1.6.10.1 Collections of Residential Solid Waste, Recyclable Material and Yard Trash shall be at Curbside/Roadside, as defined herein, or other such locations as will provide ready accessibility to the Contractor's collection crew and vehicle. Standard Carts must be placed at least four (4) feet away from the recycling containers and from Yard Trash. All Solid Waste, Recyclable Material and Yard Trash must be placed at least four (4) feet away from mailboxes and other obstacles. Where the resident of a dwelling unit is disabled due to age or infirmity, or the structures are located in such a manner as to limit access by the crew or vehicle, an alternative location may be arranged with the Contractor at no additional charge. In the event an appropriate location cannot be agreed upon, the appropriate Manager shall designate the location. The Contractor may provide additional services such as Back Door Service for an additional fee. City: Such additional fee shall be charged directly to the City. County: Such additional fee shall be charged directly to the resident.

1.6.11 Vacant Lots

1.6.11.1 The Contractor shall collect Yard Trash and Bulk Items from normal maintenance of vacant lots that are within the city limits of Gainesville in the same manner as the collection from residences. It will not be the responsibility of the Contractor to remove Yard Trash resulting from clearing property for construction purposes.

1.6.12 White Goods

1.6.12.1 All White Goods collected are to be recycled. Collection of any chlorofluorocarbons shall be in accordance with State and local laws, ordinances and regulations.

1.6.13 E-Waste

1.6.13.1 Items designated as E-Waste by the City or County respectively are to be recycled unless the City

or County determines that recycling them is not feasible.

1.6.14 Method of Collection

1.6.14.1 The Contractor shall make collections with a minimum of noise and disturbance to the householder. The Contractor shall pick up any Solid Waste, Recyclable Material or Yard Trash spilled by the Contractor immediately. All containers shall be handled carefully by the Contractor, shall not be bent, thrown or otherwise abused, and shall be thoroughly emptied and then left at the proper point of collection. The Contractor shall be responsible for the timely repair and replacement of containers in the event of damage by the Contractor.

1.6.15 Schedules and Routes

1.6.15.1 The Contractor shall provide the County and City with schedules for all collection routes and keep such information current at all times. This information shall include route maps that identify each route by number and designate both the beginning and ending points of each route. If any change in the collection routes occurs, then the County and City shall be immediately notified in writing. The appropriate Manager shall approve all permanent changes in routes or schedules that alter the day of pick up. Upon approval of the appropriate Manager, the Contractor shall publish the change in a newspaper of general circulation in Alachua County at least fourteen (14) days prior to the effective date of such route or schedule changes. The cost of publication shall be borne solely by the Contractor.

1.6.15.2 NOTE: The Contractor's attention is directed to the fact that at times during the year, the quantity of Refuse to be disposed of is materially increased by the influx of visitors. This additional load will not be justification for the Contractor to fail to maintain the required collection schedules and routes.

1.6.16 Street Closures

1.6.16.1 The County and City reserve the right to deny Contractor's vehicles access to certain streets, alleys and public ways inside the County or City in route to the Designated Facility where it is in the interest of the general public to do so because of the condition of the streets or bridges. The Contractor shall not interrupt the regular schedule or quality of service because of street closures less than eight (8) hours in duration. The City or County shall notify the Contractor of street closures of longer duration and arrangements for service will be made in a manner satisfactory to the Contractor and County or City. Customers under this Contract shall receive reasonable notification of the schedules provided by the Contractor prior to commencement of service.

1.6.17 Disaster

1.6.17.1 In case of a disaster, the appropriate Manager may grant the Contractor reasonable variance from regular schedules and routes. As soon as practicable after such disaster, the Contractor shall advise the appropriate Manager and the customer of the estimated time required before regular schedules and routes can be resumed. In the case of a disaster where it is necessary for the Contractor and the County or City to acquire additional equipment and to hire extra crews to clean the County or City of debris resulting from the disaster, the Contractor shall be required to work with the County or City in all possible ways for the efficient and rapid cleanup of the County or City. The Contractor shall receive extra compensation above the Contract Agreement for additional labor, overtime, and cost of rental equipment, provided he or she has first secured prior written authorization from the appropriate Manager. The total cost for such service shall be based on true costs jointly agreed to by the appropriate Manager and the Contractor. Documentation of true costs must meet the requirements of the Federal Emergency Management Agency (FEMA).

1.6.18 Holidays

1.6.18.1 The City and County agree to exempt Residential Solid Waste, Recyclable Material and Yard Trash collections from the Schedule of Collections on those holidays designated by the Manager, including, but not limited to, New Year's Day, Martin Luther King, Jr. Day, Memorial Day, the Fourth of July, Thanksgiving Day and Christmas Day. For the week in which the holiday occurs, collection shall be one day following the normally scheduled collection day for all days of the week, beginning with the holiday.

1.6.19 Equipment

1.6.19.1 The Contractor shall have on hand at all times and in good working order such equipment as shall permit the Contractor to adequately and efficiently perform its contractual duties. All collection vehicles shall carry spill kits at all times that are adequate for containing and cleaning up oil and hydraulic leaks and spills. Equipment shall be obtained from nationally known and recognized manufacturers of collection equipment. As of October 1 of each year of the contract, the average age of the primary residential collection equipment used in the performance of this contract shall be no more than four (4) years with a maximum age of six (6) years. All replacement and added primary residential collection vehicles shall be new equipment unless otherwise agreed in writing by the County and City. For Solid Waste and Yard Trash collection service, equipment shall be of the enclosed loader packer type, all equipment shall be kept in good repair, appearance, and in a sanitary and clean condition at all times. The Contractor shall have available reserve equipment, which can be put into service within two (2) hours of any breakdown. Such reserve equipment shall correspond in size and capacity to the equipment used by the Contractor to perform the contractual duties and shall be no older than eight (8) years. A list of the Contractor's equipment shall be given to the City and County at the time of each annual audit.

1.6.19.2 The appropriate Manager shall have the authority to require that any vehicle operated by the Contractor, which is leaking and/or spilling fluids, Solid Waste, Recyclable Material or Yard Trash be immediately removed from service. The Contractor shall immediately provide an on-site supervisory response, and shall notify the appropriate Manager in writing of the remedial action to be taken.

1.6.19.3 Primary and reserve equipment is to be painted uniformly with the name of the Contractor, business telephone number and the number of the vehicle in letters and numbers not less than six (6) inches high on each side of the vehicle. The number of the vehicle shall be placed on the center or left side of the front bumper, the center or left side of the rear tailgate and on the front half of both sides of the vehicle in an area that will remain visible at all times. The Managers must approve the placement and location. A record shall be kept of the vehicle to which each number is assigned. No advertising shall be permitted on vehicles, except for the advertising of events as approved in writing by the County or City.

1.6.20 For the County ONLY

1.6.20.1 Within the Subscription Area and within certain subdivisions, the Contractor shall make available, for garbage and recycling collection, equipment of a smaller size in order to provide service to areas without roadways adequate for the larger collection equipment. Such equipment commonly referred to as 'pup trucks', generally have a single rear axle and less than eighteen (18) cubic yard capacity.

1.6.20.2 With written approval by the Manager, the Contractor will provide such pup trucks for collection service in select subdivisions. The Contractor will charge the homeowners associations or management companies of these subdivisions an additional per unit subscription rate for the use of pup trucks as an additional service listed in the Contractor's Solid Waste, Recycling and Yard Trash Unit Price Schedule.

1.6.20.3 The Contractor may request to utilize a split body design collection vehicle for collection of garbage and recycling in the Subscription Area that requires the use of pup trucks for collection. Such authorization to use a single split body vehicle for collection of garbage and recycling shall require written approval by the County for each specific route or collection area. The County may immediately revoke this authorization if the Contractor mixes recycling with garbage.

1.6.21 Pilot Programs

1.6.21.1 The Contractor and the County and/or City, upon mutual agreement, may develop and implement pilot programs, such as separate collection of food waste, less commonly recycled materials, or limited household hazardous waste materials such as compact florescent lamps (CFLs), in selected service areas in order to test innovative and potentially more efficient methods for the collection and disposal of Solid Waste, Recyclable Material and Yard Trash.

1.7 Services To Be Performed By Contractor - Solid Waste

1.7.1 Description of the Work:

1.7.1.1 Collection/Disposal

1.7.1.1.1 The Contractor shall collect and dispose of all Solid Waste, Bulk Items and White Goods, from or generated by Residential Property as defined herein.

1.7.1.2 Receptacles

1.7.1.2.1 The Contractor shall provide Standard Carts to residents of the curbside collection areas, with attached lids and embossed serial numbers, owned by the Contractor. The first digit of the serial number shall reflect the cart size; i.e.: 2 for "mini-can" (20 gallon), 3 for 35 gallon, 6 for 64 gallon or 9 for 96 gallon. The carts shall have two wheels and shall be of a type approved by the City and County. For the duration of the Contract, the appropriate Manager shall approve any change in type of containers. The carts are to be available to the residents in sizes that approximate twenty (20) gallons ("mini-can") and thirty-five (35), sixty-four (64) and ninety-six (96) gallon sizes. The "mini-can" shall be green, and the other carts shall be black.

1.7.1.2.2 The Contractor will be responsible for delivery and pick up of all carts. For each cart that is exchanged for a cart of a different size the City or County will pay the Contractor the sum due as listed in the Contractor's Solid Waste, Recycling and Yard Trash Unit Prices Schedule, which by reference becomes a part of this Contract, subject to any conditions or deductions as provided under this Contract. Carts will be exchanged within eight (8) days of receipt of request. The customer's ability to exchange carts shall be as prescribed by the appropriate Manager. The carts shall be placed at Curbside/Roadside or at such other single collection point as may be agreed upon by the Contractor and the customer.

1.7.1.2.3 The Contractor shall provide new residents with carts free of charge within eight (8) days of receipt of request. The Contractor shall repair or replace all carts having damaged wheels, lids, other damage, and all lost or stolen carts free of charge within eight (8) days of receipt of request. The Contractor shall replace within twenty-four (24) hours any cart dropped into the collection vehicle. Until the cart is delivered or replaced, all bagged or containerized the Contractor must collect Solid Waste placed by the resident at Curbside/Roadside.

1.7.1.2.4 The City and County will notify the Contractor of all cart deliveries through a work order procedure. Work orders will be delivered to the Contractor at least once per week. The work orders will identify whether the orders are for lost, stolen or damaged carts, cart changes or new service. The work orders will be returned to the City and County, with the cart serial numbers and date of delivery, within fourteen (14) days of receipt by the Contractor.

1.7.1.2.5 The Contractor shall collect excess Solid Waste provided the City and the County (Official Yellow Bags) place such excess in special bags approved. The bags utilized will be available at grocery stores and other retail outlets as approved by the County and the City. The rate for the bags shall be set to recover the costs of collection, disposal and administration of the excess Solid Waste. The Alachua County Board, the City Manager and the Contractor must approve these rates. Compensation to the Contractor will be based on the number of bags sold during the previous month.

1.7.1.3 Preparation of Solid Waste for Collection

1.7.1.3.1 Residents shall place all Solid Waste in Standard Carts with the lid completely closed. The Contractor shall not be required to collect Solid Waste from overflowing Standard Carts. Excess Solid Waste shall be collected provided such excess is placed in special bags approved by the City and the County which will be available at grocery stores and other retail outlets

1.7.1.3.2 The Contractor shall not be required to collect Solid Waste from any cart that weighs more than ninety percent (90%) of the manufacturer's weight limit for that size cart.

1.7.1.4 Interior Remodeling and Home Repairs Trash

1.7.1.4.1 Interior Remodeling and Home Repairs Trash shall be collected at no charge providing that it does not exceed five (5) feet in length or forty (40) pounds in weight for any piece or segment of such material, and does not exceed a total of two (2)

cubic yards per collection. Interior remodeling and home repairs trash generated by a contractor is specifically excluded. Interior Remodeling and Home Repairs Trash must be collected on the same collection day as solid waste. Interior Remodeling and Home Repairs Trash may be placed in the Standard Cart for collection.

1.7.1.5 Bulk Items

1.7.1.5.1 Bulk items, including Household Furniture and interior remodeling debris, shall be collected at no charge and must be collected on the same collection day as solid waste and in the same collection vehicle. Items too large to be collected in the solid waste truck will be called in by the driver and collected within twenty-four (24) hours. The customer and the City or County will be notified of any item scheduled for alternative collection. White Goods shall be collected on a specified schedule approved by the City and County and shall be recycled. White Goods will be collected on the next scheduled service day after notification to Contractor, provided that it is called in to the Contractor by three-o'clock pm (3:00 pm) on the day preceding the next scheduled collection day. All reclamation of refrigerants shall be the responsibility of the Contractor, either through the Contractor's personnel or through an outside person who is certified to perform reclamation of refrigerants. Bulk items need not be containerized. Bulk Items to be collected are further described in the Alachua County/City of Gainesville Curbside Bulk Collection Policy.

1.7.1.5.2 The Contractor shall not collect material that is not acceptable for bulk collection as described in the City and County Bulk Collection Policy. Tags shall be left by the Contractor to notify the resident of the reason such unacceptable or improperly prepared materials were not collected.

1.7.1.5.3 Material that is not acceptable for Bulk collection as described in the City and County Bulk Collection Policy, including concrete, dirt, bricks, building materials and other non-compactable wastes shall be collected by a Special Service. The Special Service shall be arranged between the customer and the Contractor at a fee approved by the County or City. The resident shall pay the fee directly to the Contractor. The Contractor shall provide the customer with a cost estimate within twenty-four (24) hours of request and shall provide such collection within eight (8) days of the date the customer pays for such additional service.

1.7.1.5.4 **For the City ONLY**
Immediately following the end of each university semester the Contractor will be required to provide additional trucks and crews for collection of Bulk Items, three days a week in affected neighborhoods, during peak periods of student turnover.

1.7.2 Record Keeping

1.7.2.1 In order to allow the County to accurately bill the City for Residential Solid Waste disposal fees, the Contractor, the County and the City shall mutually agree upon a method by which the Contractor will maintain and report information adequate to determine the monthly Residential Solid Waste tonnage disposed by City residents and the monthly Residential Solid Waste tonnage disposed by County residents. The agreed upon method of record keeping shall be evidenced by a written Letter of Understanding signed by Authorized Representatives of the City, the County and the Contractor. The parties may modify the Letter of Understanding in writing from time to time.

1.7.2.2 If commingling of City and County Residential Solid Waste is necessary to maintain routing efficiency, the Managers may approve commingling in a subsequent written document, which is provided to the Contractor. The Contractor shall maintain and report information adequate to determine the monthly Residential Solid Waste tonnage disposed by City residents and the monthly Residential Solid Waste tonnage disposed by County residents in commingled areas, if such is approved. A written Letter of Understanding signed by Authorized Representatives of the City, the County and the Contractor shall evidence the approved method of record keeping. The parties may modify the Letter of Understanding in writing from time to time.

1.8 **Community Beautification Projects:**

1.8.1 The Contractor shall provide for all services, containers and equipment required for waste disposal at designated County cleanups and City cleanups, as deemed appropriate by the Manager, each fiscal year for the duration of the Contract. The equipment most often includes, but is not limited to, roll-off containers and residential rear end loaders. The Contractor shall make these services and equipment available to the City and County for a period of no longer than eight (8) hours during each event. The County and City will provide the Contractor written notice requesting these services at least seven (7) days prior to the event. The intent of these cleanups is not to circumvent the Solid Waste collection program as described herein. The total cost for such cleanups shall be in accordance with the Contractor's Unit Price Schedule and shall not include disposal costs.

1.9 **Special Wastes, Infectious Waste, Hazardous Waste, Biomedical Waste, Biological Waste and Sludge:**

1.9.1 The Contractor shall not be required to collect and dispose of Special Wastes (except White Goods, Household Furniture and Interior Remodeling and Home Repairs Trash), Infectious Waste, Hazardous Waste, Biomedical Waste (which includes Sharps), Biological Waste or Sludge, but may offer such services in the service area. All such collection and disposal for these specific types of waste as stated, when done by the Contractor, shall be done in strict compliance with all federal, state and local laws and regulations.

1.10 **Collection Services for Municipal Property - City ONLY**

1.10.1 The Contractor shall provide collection service, as needed and as designated by the Manager, to all property or right-of-way owned, leased, rented or controlled by the City of Gainesville, at the rates listed in the Contractor's Solid Waste, Recycling and Yard Trash Unit Prices Schedule, which by reference becomes a part of this Contract, subject to any conditions or deductions as provided under this Contract. This service shall include, but not be limited to the following: The Contractor shall empty all Solid Waste and Recycling containers in any and all of the above-mentioned properties at a frequency to be determined by the Manager. The City shall have the right to use Mechanical Containers, commercial type trash cans with covers or any other container as approved by the Manager. The Contractor shall provide all Mechanical Containers for the use of the City, which containers shall be kept in maintenance free condition by the Contractor throughout the life of the Contract. Overflowing containers or cans will be picked up and all Household Trash piled at the same location will be picked up. Any contamination present in Recycling containers will be removed by the Contractor during collection.

1.10.2 **Special Events**

1.10.2.1 The Contractor shall provide for all services, containers and equipment required for waste disposal at all City functions or sponsored events deemed appropriate by the City Manager (e.g. Spring Arts Festival, Book Sales, Grand Prix Bicycle Race, etc.).

1.10.3 **Miscellaneous**

1.10.3.1 The Contractor shall pick up dead animals, snakes, turtles, etc., from public rights of way, playgrounds and all Municipal Property in the designated area within two (2) hours of notification by the City Manager, during regular office hours as specified herein. The Contractor shall be responsible for proper disposal of all animal remains collected and shall pay any fees associated with such disposal.

1.11 **Services to be Performed by the Contractor – Recycling:**

1.11.1 **Collection**

1.11.1.1 The Contractor shall collect, at a minimum, all newspapers, magazines, catalogs, telephone book, corrugated cardboard, pasteboard, brown paper bags, junk mail, office paper, glass and plastic bottles and jars, yogurt cups, margarine tubs and aluminum and metal cans, including empty aerosol cans, set out for the purpose of recycling from or generated by Residential Property as defined herein. The collection of Recyclables shall be conducted through a two-bin system.

1.11.1.2 As it becomes appropriate or beneficial, other items may be added to or subtracted from the above stated list at the direction of the Managers. Likewise, if it becomes infeasible or financially impractical to continue collection of any one of the above items, the Contractor may petition the Managers for approval to discontinue collection of that item. Where an increase or decrease in the

items collected affects the operational costs of the Contractor, the Contractor and the Managers shall negotiate an appropriate adjustment in the rate paid to the Contractor per household.

1.11.2 Receptacles

1.11.2.1 The Contractor shall pick up all Recyclable Material, which has been properly prepared for collection, placed in approved recycling containers, paper bags, or other rigid containers of comparable size to the approved recycling containers and set at Curbside/Roadside. Plastic bags are not approved containers. The Contractor will return all containers to the point of pickup.

1.11.2.2 The Contractor shall not collect material that is not listed above unless added to the acceptable materials list by the County and City. Tags shall be left by the Contractor to notify the resident of the reason such unacceptable or improperly prepared materials were not collected. The Contractor will not collect normally acceptable containers when they contain unacceptable materials such as sharps (syringes, needles and lancets).

1.11.2.3 The Contractor shall supply and distribute recycling containers to each residence within the service area that does not have a container and shall replace all cracked and damaged recycling containers in the service area. In addition, on demand, an adequate supply of recycling containers shall be delivered to City and County offices for distribution to residents. The cost of these containers will be borne by the Contractor. The City and County shall approve the type, size and color of the recycling containers. Recycling containers may be imprinted with a logo and/or recycling theme as approved by the County and City.

1.11.2.4 The Contractor shall maintain an adequate supply of containers to distribute as described above. Replacement of containers will be made free of charge to the customer.

1.11.3 Preparation of Recyclable Materials for Collection

1.11.3.1 Residents shall place all Recyclable Materials in approved containers. Glass and plastic bottles and jars, no larger than two (2) gallons in size, yogurt cups, margarine tubs aluminum and metal cans, including empty aerosol cans, shall be placed in the blue recycling bin. Newspapers, magazines, catalogs, telephone books, corrugated cardboard, pasteboard, brown paper bags, junk mail and office paper shall be placed in the orange recycling bin. Corrugated cardboard shall be flattened and shall be no larger than three (3) feet by three (3) feet in size. Excess recyclable material may be placed in paper bags or other rigid containers comparable in size to the recycling containers. Cardboard may be placed under or beside the orange recycling bin.

1.11.4 Record Keeping

1.11.4.1 The Contractor shall be responsible for maintaining information and records adequate to determine weekly set out rates, by percent, and to determine weight of items recycled, by material, and other information required by the City of Gainesville, Alachua County or the State of Florida necessary to meet the requirements of the Solid Waste Management Act or to obtain grant funds from the Solid Waste Management Trust fund. The Contractor shall furnish monthly reports containing the requested information to the County and City by the 10th of the following month.

1.11.5 Contamination

1.11.5.1 The Contractor shall collect the Recyclable Material in such a manner as to minimize contamination. Any load delivered to the processing facility shall contain no more than three percent (3%) contamination by weight or volume. The Contractor shall be responsible for disposal costs for contamination in excess of three percent (3%).

1.11.6 Promotion of the Recycling Program

1.11.6.1 The promotion and education of City of Gainesville and Alachua County citizens about recycling is critical to the success of the recycling program. The Contractor shall be required to participate in the development and implementation of this program, including but not limited to consultation with any advertising firm used by the City and County, public appearances in support of the program, use of recycling themes, colors, and logos on collection vehicles and containers, distribution of promotional literature, etc. The Contractor shall aid in distribution to all recycling customers of any promotional materials developed by the City and County with information explaining and supporting a recycling program.

1.12 Services to be Performed by the Contractor - Yard Trash

1.12.1 Preparation of Yard Trash for Collection

1.12.1.1 Although the County has no current plans to do so, the County reserves the right to drop curbside yard trash collection during the term of the agreement if changes are adopted in the future that makes this necessary.

1.12.1.2 The Contractor shall pick up all Yard Trash from or generated by Residential Property as defined herein which has been properly prepared and stored for collection by the resident as follows:

1.12.1.2.1 Yard Trash, such as leaves, grass clippings and hedge trimmings, shall be placed in reusable containers or paper bags of approximately 35 gallons, and will be placed at Curbside/Roadside or at such other single collection point as may be agreed upon by the Contractor and the resident. Plastic bags will not be collected. Non-containerized Yard Trash shall be collected providing that it does not exceed five (5) feet in length, six (6) inches in diameter and/or forty (40) pounds in weight for any piece or segment, except as provided herein. The Contractor shall collect Yard Trash free of plastic, metal, glass and other contaminants.

1.12.1.2.2 Each residential unit may place out for collection an unlimited volume of yard trash generated from the residence.

1.12.1.2.3 The Contractor will provide a method whereby residential customers may pay the Contractor to collect Yard Trash in excess of the size or weight limit, except as provided herein.

1.12.1.2.4 Limbs and branches exceeding five (5) feet in length, six (6) inches in diameter and/or forty (40) pounds in weight for any piece or segment shall be collected by Special Service, which shall be arranged between the resident and the Contractor at a fee approved by the County and City. The resident shall pay the fee directly to the Contractor. The Contractor shall provide the customer with a cost estimate within twenty-four (24) hours of request and shall provide such collection within eight (8) days of the date the customer pays for such additional service.

1.12.1.2.5 The Contractor is not required to pick up material left at residences by tree surgeons.

1.12.2 Record Keeping

1.12.2.1 The Contractor shall be responsible for maintaining information and records adequate to determine weekly set out rates, by percent, and to determine weight of Yard Trash diverted from a Landfill and other information required by the City of Gainesville, Alachua County or the State of Florida necessary to meet the requirements of the Solid Waste Management Act or to obtain grant funds from the Solid Waste Management Trust fund. The Contractor shall furnish monthly reports to the County and City, due by the 10th of the following month containing the requested information.

1.12.3 Promotion of the Yard Trash Recycling Program

1.12.3.1 The promotion and education of City of Gainesville and Alachua County citizens about Recycling and reuse is critical to the success of the Yard Trash program. The Contractor shall be required to participate in the development and implementation of this program, including but not limited to consultation with any advertising firm used by the City and County, public appearances in support of the program, use of recycling themes, colors, and logos on collection vehicles and container distribution of promotional literature, etc. The Contractor shall aid in distribution to all Yard Trash customers of any promotional materials developed by the City and County with information explaining and supporting a recycling program.

1.13 Quality Of Service:

1.13.1 Contractor's Personnel

1.13.1.1 Contractor's Officer(s)

1.13.1.1.1 The Contractor shall provide to the City and County a list of all officers, directors and principals of the company and all persons with ownership in excess of five percent (5%). During the term of the Contract, the Contractor shall notify the County and City of any changes in officers, directors, principals or persons with ownership in excess of five percent (5%). If the Contractor sells the company, the City and County reserve the right to investigate the new owner(s) and to terminate the Contract within thirty (30) days of receipt of written notification of the change in

in their judgment, the new owner(s) will not be able to meet the responsibilities of the Contract.

1.13.1.1.2 The Contractor shall assign a qualified person or persons to be in charge of the operations within the service area as defined in this Contract. The Contractor shall give the names of these persons to the County and City. Information regarding each person's experience and qualifications shall also be furnished. Supervisory personnel must be present on the routes to direct operations in a satisfactory manner. There shall be a minimum of three (3) route supervisors assigned full time to the City of Gainesville/Alachua County program. Said supervisors must be available for consultation with the appropriate Manager and/or customers within a reasonable, practicable time after notification of a request for such consultation. The supervisors shall operate a vehicle which is radio equipped and the Contractor will supply, install and maintain radio equipment for the personnel of the Solid Waste Division of the County and City, or shall provide an alternate means of immediate communication between the supervisors and County and City personnel, said alternate which is approved by both Managers. The method of communication must be available at any time that collection vehicles are on routes.

1.13.2 Wage and Benefit History

1.13.2.1 Contractors shall submit to the County details of its standard benefit package including vacation, sick leave, retirement and insurance policies. The Contractor is also requested to supply its assumption for the average wages to be paid at the Alachua County/City of Gainesville operation for the following positions: laborer, equipment operator, clerical, and route supervisor.

1.13.3 Employee Wages and Benefits

1.13.3.1 Conditions of employment shall be published and conspicuously posted so all employees may be informed. The Contractor shall furnish reasonable uniforms, rain gear and safety equipment.

1.13.4 Equal Opportunity

1.13.4.1 With respect to the County contract, the Contractor for reasons of race, sex, marital status, national origin, creed, age, physical disability or religion shall deny no person employment. Contractors shall submit written policies detailing company commitment to employment of Alachua County residents; company policies toward minority employment and equal opportunity; and current percentage of African-American, Hispanic and female employees.

1.13.4.2 With respect to the City contract, no person shall, on the grounds of age, race, color, religion, sex, disability, gender identity, sexual orientation, national origin or familial status, be refused the benefits of any activities resulting from this RFP, or be otherwise subjected to discrimination under any activities resulting from this RFP.

1.13.5 Compliance with State, Federal, County and Municipal Law

1.13.5.1 The Contractor shall comply with all applicable City, County, State and Federal laws relating to wages, hours, and all other applicable laws relating to the employment or protection of employees, now or hereafter in effect.

1.13.6 Dangerous Animals and Refuse Collection

1.13.6.1 Employees of the Contractor shall not be required to expose themselves to the danger of being bitten by vicious dogs in order to accomplish Refuse collection. In any case, where the owner or tenants have such animals at large, the Contractor shall immediately notify the appropriate Manager of such condition and of his or her inability to make collection because of such conditions.

1.13.7 Conduct of Employees

1.13.7.1 The Contractor shall ensure that its employees serve the public in a courteous, helpful and impartial manner. Contractor's collection employees will be required to follow the regular walkway for pedestrians while on private property. No trespassing by employees will be permitted or crossing property of neighboring premises unless residents or owners of both such properties consent. Care shall be taken to prevent damage to property including but not limited to cans, carts, racks, trees, shrubs, flowers and other plants.

NEGOTIATED
Solid Waste, Recycling and Yard Trash Unit Prices
Alachua County & City of Gainesville with Routes Maximized
4 Day Collection Schedule
7 Year Term

City & County -- All rates to be expressed as cost per household per month
City & County Curbside Area (Collection Routes are Blended for Maximum Efficiency):
 October 1, 2009 - September 30, 2016

The following unit prices will be unchanged for the first five years of the contract.
 Percent increase (one time) for Years 6 & 7 8 %

	<u>Solid Waste -- Curbside</u>			
	20 gal.	35 gal.	64 gal.	96 gal.
Collection	\$ 3.90	\$ 4.00	\$ 4.50	\$ 4.95

<u>Recycling</u>	two-bin system	single-stream cart system
Collection	\$ 2.55	\$ 4.55

<u>Yard Trash -- unlimited</u>	
Collection	\$ 3.75

Additional Services

Alternative fuels (all collections):	\$ 4.00	per household per month
Fuel Type	<u>CNG</u>	
Backdoor Collection:		
Solid Waste	\$ 9.50	per household per month
Recycling	\$ 7.25	per household per month
Per Bag Collection	\$ 0.75	per extra bag (Official Yellow Bags Sec. 7.2)
Cart Delivery & Maintenance	\$ 1.00	per household per month
Cart Exchange	\$ 12.00	per Service Change Delivery
Special Services	\$ 45.00	for first 15 minutes
	\$ 1.00	per additional minute
Neighborhood Cleanups	\$ 88.00	per hour, per truck
<u>COUNTY ONLY:</u>		
Pup Trucks	\$ 2.00	per household per month
<u>CITY ONLY:</u>		
Special Events	\$ 88.00	per hour, per truck
Municipal Services		
Commercial FEL Containers	\$ 4.10	per collection per cubic yard, based on \$51.10/ton disposal fee
Hand Stops - Solid Waste	\$ 9.10	per collection per stop, based on \$51.10/ton disposal fee
Hand Stops - Recycling	\$ 7.00	per collection per stop, Contractor to decontaminate
Roll-off Containers	\$ 99.00	per pull (haul), disposal not included

Signature: _____

Bob Shires

Date: _____

NEGOTIATED
Subscription Solid Waste and Recycling Unit Prices
Alachua County
5 Day Collection Schedule
7 Year Term

County -- All rates to be expressed as cost per household per month
County Subscription Area:
 October 1, 2009 - September 30, 2016

The following unit prices will be unchanged for the first five years of the contract.
 Percent Increase (one time) for Years 6 & 7 8 %

	<u>Solid Waste -- Curbside</u>			
	20 gal.	35 gal.	64 gal.	96 gal.
Collection	<u>\$ 12.18</u>	<u>\$ 12.38</u>	<u>\$ 12.58</u>	<u>\$ 13.20</u>


	<u>Recycling</u>	
	two-bin system	single-stream cart system
Collection	<u>\$ 3.50</u>	<u>\$ 5.50</u>

Additional Services

Alternative fuels (all collections):	<u>\$ 4.00</u>	per household per month
Fuel Type	<u>CNG</u>	
Backdoor Collection:		
Solid Waste	<u>\$ 25.25</u>	per household per month
Recycling	<u>\$ 10.75</u>	per household per month
Cart Delivery & Maintenance	<u>\$ 1.00</u>	per household per month
Cart Exchange*	<u>\$ 12.00</u>	per Service Change Delivery
Special Services	<u>\$ 45.00</u>	for first 15 minutes
	<u>\$ 1.00</u>	per additional minute

* Cart Exchange fee may be charged to subscriber for redelivery of cart following stop service collection of cart by Contractor for non payment

Signature:



 Bob Shires

Date:

2/30/09



Alachua County Office of Management and Budget

Suzanne L. Gable, CPA
John D. Johnson

Director
Grants/Contracts Administrator

October 31, 2007

MEMORANDUM

To: Milton Towns, Waste Collection Manager
Public Works

From: John Johnson, Grants/Contracts Administrator
Office of Management & Budget

Subject: **Grants/Contracts Approved by the Board of County Commissioners on
October 23, 2007**

Enclosed please find one original of the document referenced below which was approved by the Board on the date referenced above.

GAINESVILLE, CITY OF

**Second Amendment to the Interlocal Agreement for Solid Waste
Management Services**

Term: October 1, 2007 – September 30, 2009

Amount: N/A Account: N/A

Please forward the original to the vendor and keep a copy for your files.

Thank you for your assistance.

cc: OMB
Finance & Accounting

JDJ/jcp



**SECOND AMENDMENT TO THE INTERLOCAL AGREEMENT FOR
SOLID WASTE MANAGEMENT SERVICES**

THIS SECOND AMENDMENT is made and entered into this 23rd day of October, 2007, by and between THE CITY OF GAINESVILLE, FLORIDA, a municipal corporation (hereinafter referred to as "CITY"), and ALACHUA COUNTY, a charter county and political subdivision of the State of Florida, by and through its Board of County Commissioners (hereinafter referred to as "COUNTY").

WHEREAS, the CITY and COUNTY have previously entered into an Interlocal Agreement for Solid Waste Management Services dated May 12, 1998 (the "Interlocal"); a First Amendment to Interlocal Agreement for Solid Waste Management Services dated September 28, 2004; and a Memorandum of Understanding for Solid Waste Management Services dated November 23, 2004 (these three documents being collectively referred to herein as the "Agreements"); and

WHEREAS, the Article VI., Section 4. of the Interlocal allows for renewal by mutual agreement of the parties; and

WHEREAS, the CITY and COUNTY desire to renew the Agreements.

NOW, THEREFORE, the parties hereto agree as follows:

1. ARTICLE VI., Section 1, of the Interlocal is amended in its entirety to read as follows:

This Agreement shall become effective on October 1, 2007 and shall remain in effect until September 30, 2009 unless earlier terminated as provided herein.

2. ARTICLE IV. of the Interlocal is amended to add a new Section 5 to read as follows:

The obligations of the CITY as to any funding required pursuant to this Agreement shall be limited to an obligation in any given year to budget and appropriate from legally available funds, after monies for essential City services have been budgeted and appropriated, sufficient monies for the funding that is required during that year. Notwithstanding the foregoing, the CITY shall not be prohibited from pledging any legally available non-ad valorem revenues for any obligations heretofore or hereafter incurred, which pledge shall be prior and superior to any obligation of the CITY pursuant to this Agreement.

3. This Second Amendment shall be recorded by the County in the Public Records of Alachua County, Florida after both parties have executed this document.

4. Except as modified by this Second Amendment (the language of which shall govern in the event of any conflict with the Agreements), all terms and conditions of the Agreements shall remain in full force and effect. This amendment shall take effect upon the expiration of the agreement or amendment currently in effect.

ALACHUA COUNTY, FLORIDA

By: Paula M. DeLaney
Board of County Commissioners
Paula M. DeLaney, Chair

ATTEST:

J. K. "Buddy" Irby
J. K. "Buddy" Irby, Clerk
(Seal)

APPROVED AS TO FORM

[Signature]
Alachua County Attorney

WITNESS:

By: Rosemary Shell
Title:

CITY OF GAINESVILLE

By: Russ Blackburn
Russ Blackburn, City Manager

APPROVED AS TO FORM AND LEGALITY

Nicelle M. Smith
Asst. City Attorney II

**ALACHUA COUNTY
BOARD OF COUNTY COMMISSIONERS**

**October 23, 2007 Regular BOCC Meeting
Agenda Item #52**

Title

Solid Waste: Amendment to Interlocal with the City of Gainesville (Amended)

Amount

N/A

Description

Request Approval of the Second Amendment to the Interlocal Agreement for Solid Waste Management Services between the City of Gainesville and Alachua County

Recommendation

Approve the Second Amendment to the Interlocal Agreement for Solid Waste Management Services between the City of Gainesville and Alachua County, extending the term to September 30, 2009.

Alternative(s)

Do not approve the Second Amendment to the Interlocal Agreement for Solid Waste Management Services between the City of Gainesville and Alachua County, which would mean that the City would no longer be obligated to bring their solid waste to Alachua County's Transfer Station.

Requested By

Richard Hedrick. 374-5245, ext. 211

Originating Department

Public Works

Attachment(s) Description

Second Amendment to the Interlocal Agreement for Solid Waste Management Services between the City of Gainesville and Alachua County

Documents Requiring Action

Second Amendment to the Interlocal Agreement for Solid Waste Management Services between the City of Gainesville and Alachua County

Executive Summary

This is the First Extension/Second Amendment to the Interlocal Agreement for Solid Waste Management Services between the City of Gainesville and Alachua County. This item involves an agreement between the City of Gainesville and Alachua County for solid waste disposal Services from October 1, 2007 through September 30, 2009.

Background

The Interlocal Agreement for Solid Waste Management Services between the City of Gainesville and Alachua County of May 12, 1998, First Amendment dated September 28, 2004, and the Memorandum of Understanding dated November 23, 2004, obligates the City to require its residential solid waste contractor to deliver all acceptable waste,

collected within the City, to the County's designated facilities. The agreement expired September 30, 2007. The County requested that the Interlocal Agreement be extended, at least, until September 30, 2009, when the City's and County's solid waste collection contracts expire. This is the first extension to the agreement. On August 13, 2007, the City of Gainesville Commission approved this amendment.

Issues

If this second amendment to the Interlocal agreement is not approved, the City of Gainesville will no longer be obligated to bring their solid waste to Alachua County's Transfer Station.

Fiscal Recommendation

Approval of the amendment to the Interlocal will assure the revenue stream from the City of Gainesville's residential waste to the Alachua County Transfer Station.

Fiscal Alternative(s)

The revenue stream from the City of Gainesville's residential waste to the Alachua County Transfer Station will no longer be assured.

Funding Sources

N/A

Account Code(s)

N/A

Attachment: [Gville2ndAmednInterlocal.pdf](#)

Log Number: 07-082

Agenda Item Summary Form

Prepared by:	Requested by:	Approved by:	Department Director::
Karen Deeter	Karen Deeter	<i>[Signature]</i>	<i>[Signature]</i>
Date: <u>10/3/07</u>	Date: <u>10/3/07</u>	Date: <u>10/3/07</u>	Date: <u>10-9-07</u>

Select an Agenda	October 23, 2007 *
Select a Category	Consent/Governmental Units
Select a Sub-Category	Community Services Group
Item Type:	(Action or Information)
Title	Solid Waste: Amendment to Interlocal with City of Gainesville
Amount:	N/A
Description:	Solid Waste: Second Amendment to the Interlocal Agreement for Solid Waste Management Services between the City of Gainesville and Alachua County
Recommendation:	Approve the Second Amendment to the Interlocal Agreement for Solid Waste Management Services between the City of Gainesville and Alachua County, extending the term to September 30, 2009.
Alternative(s):	Do not approve the Second Amendment to the Interlocal Agreement for Solid Waste Management Services between the City of Gainesville and Alachua County, which would mean that the City would no longer be obligated to bring their solid waste to Alachua County's Transfer Station.
Requested By:	Richard Hedrick, 374-5245, ext. 211
Originating Department:	Public Works
Attachment(s) Description:	Second Amendment to the Interlocal Agreement for Solid Waste Management Services between the City of Gainesville and Alachua County
Documents Requiring Action:	Second Amendment to the Interlocal Agreement for Solid Waste Management Services between the City of Gainesville and Alachua County
Executive Summary:	This is the First Extension/Second Amendment to Interlocal Agreement with Alachua County for Solid Waste Disposal. This item involves an agreement between the City of Gainesville (City) and Alachua County (County) for Solid Waste Disposal Services from October 1, 2007 through September 30, 2009.
Background:	The Interlocal Agreement for Solid Waste Management Services between the City of Gainesville and Alachua County of May 12, 1998, First Amendment dated September 28, 2004, and the Memorandum of Understanding dated November 23, 2004, obligates the City to require its residential solid waste contractor to deliver all acceptable waste, collected within the City, to the County's designated facilities. The agreement expired September 30, 2007. The County requested that the Interlocal Agreement be extended, at least, until September 30, 2009, when the City's and County's solid waste collection contracts expire. This is the first extension to the agreement. On August 13, 2007, the City of Gainesville Commission approved this amendment.
Issues:	If this second amendment to the Interlocal agreement is not approved, the City of Gainesville will no longer be obligated to bring their solid waste to

Log Number: _____

	Alachua County's Transfer Station.
Fiscal Recommendation:	Approval of the amendment to the Interlocal will assure the revenue stream from the City of Gainesville's residential waste to the Alachua County Transfer Station.
Fiscal Alternative(s):	The revenue stream from the City of Gainesville's residential waste to the Alachua County Transfer Station will no longer be assured.
Funding Sources:	N/A
Account Code(s):	N/A



Board of County Commissioners

Alachua County Board of County Commissioners

Lee Pinkoson, *Chair*
Paula M. DeLaney, *Vice Chair*
Mike Byerly
Cynthia Moore Chestnut
Rodney J. Long

Administration
Randall H. Reid
County Manager

September 26, 2006

Attn: Scott Kishton
Waste Management of Florida, Inc.
5002 SW 41st Blvd
Gainesville, FL 32607

Dear Mr. Kishton:

This letter is to serve as legal notice pursuant to Section 403.7060, *Florida Statutes*, that the Alachua County Board of County Commissioners intends to provide commercial or residential solid waste collection or both within Alachua County by an exclusive franchise or direct governmental operations or a combination of both effective October 1, 2009.

A copy of Resolution 06-82 authorizing one or more exclusive franchises within the unincorporated area of Alachua County effective October 1, 2009 is attached for your reference. This resolution was adopted by the Alachua County Board of County Commissioners at a legally advertised public hearing on August 22, 2006.

Sincerely,

Randall H. Reid
County Manager

RHR/mwt

Xc: Dave Wagner, County Attorney
Richard Hedrick, Public Works Director
Karen Deeter, Asst. Public Works Director, Waste Management
Milton Towns, Waste Collection Manager
Ed Lontz, Transfer Station Manager

P.O. Box 2877 ■ Gainesville, Florida 32602-2877 ■ Tel. (352) 374-5210 ■ Fax (352) 338-7363
1-800-491-4496 (toll free) ■ Suncom 651-5210 ■ TDD (352) 491-4430
Commissioners' E-Mail: bocc@alachua.fl.us ■ Home Page: www.alachua.fl.us

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AGENDA ITEM SUMMARY 06-080 *Verdel*

AGENDA SECTION:		Regular/ Public Hearing CSG	ITEM #:
MEETING DATE:		DATE COMPLETED:	TIME CERTAIN:
8/22/2006		7/19/2006	NO
ITEM DESCRIPTION: Public Hearing to consider adoption of a Resolution of Intent to authorize one or more exclusive commercial solid waste franchises			
REQUESTED BY:		ORIGINATING DEPARTMENT:	PREPARED BY:
Richard Hedrick		Public Works	Milton Towns
		PREPARER'S PHONE #:	338-3233
DOCUMENT(S) REQUIRING ACTION:		Resolution 06- 06 82	AMOUNT:
			\$0.00

EXECUTIVE SUMMARY: This is the Public Hearing on the Resolution of Intent to authorize one or more exclusive solid waste franchises for Fiscal Year 2009-2010.

BACKGROUND: At the joint Alachua County/City of Gainesville Commission meeting on March 30, 2006, the Board approved a draft business plan for the management of solid waste, including consideration of implementing one or more exclusive franchises for the provision of solid waste services to commercial property in the unincorporated area of Alachua County. Section 403.70605, Florida Statutes, provides that a local government may not displace a private company that provides garbage, trash or refuse collection service without holding a public hearing, after 45 days notice of the hearing by first class mail to each company currently providing garbage, trash or refuse collection service in the County. On June 27, 2006 the Board authorized that the Public Hearing to consider adoption of this Resolution of Intent be advertized. The requirements to advertize and provide notice of the public hearing have been met.

After the public hearing, the local government must give three years notice before beginning the service that displaces the private companies. If adopted, the resolution will not become effective until October 1, 2009.

The City of Gainesville is going through a similar process.

ISSUES: Whether or not to adopt a resolution of intent to authorize one or more exclusive commercial solid waste franchises effective October 1, 2009. If the resolution is adopted, the Commission may still elect not to implement exclusive commercial franchises. If the resolution is not adopted, the County will not have the option to consider implementing these franchises in FY 09-10.

ACTION

- Recommendation:** Staff recommends that the Board of County Commissioners adopt the Resolution of Intent
- Alternative #1:** Do not adopt the resolution and do not authorize exclusive commercial franchises

FISCAL IMPACT

- Recommendation:** Will ensure that all commercial waste in the unincorporated area will be brought to Alachua County's solid waste facilities.
- Alternative #1:** Will not be able to ensure that commercial waste in the unincorporated area is delivered to Alachua County's solid waste facilities.

RESOLUTION 06-82

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ALACHUA COUNTY, FLORIDA, ELECTING TO AUTHORIZE ONE OR MORE EXCLUSIVE FRANCHISES FOR THE PROVISION OF SOLID WASTE SERVICES TO COMMERCIAL PROPERTY OR TO PROVIDE SUCH SERVICES ITSELF OR THROUGH ANOTHER LOCAL GOVERNMENT, TO TAKE EFFECT ON OCTOBER 1, 2009; PROVIDING AN EFFECTIVE DATE.

RECEIVED

SEP 26 2006

ALACHUA COUNTY
PUBLIC WORKS
WASTE COLLECTION

WHEREAS, the Board of County Commissioners of Alachua County, Florida (hereinafter, the "Board"), finds that the proper collection, disposal, recycling and management of solid waste is necessary for the health, safety, and welfare of the citizens of Alachua County, Florida; and,

WHEREAS, Alachua County currently provides for the collection of commercial solid waste through non-exclusive franchises with solid waste haulers; and

WHEREAS, Section 403.70605, *Florida Statutes*, the Alachua County Charter, Section 125.01, *Florida Statutes*, Chapters 71 and 75, Alachua County Code, and other applicable provisions of law authorize Alachua County to enter into one or more exclusive franchises for the collection of solid waste or to provide such services itself or through another local government; and,

WHEREAS, Alachua County intends to use such authority; and,

WHEREAS, Alachua County has, pursuant to Section 403.70605, *Florida Statutes*, mailed notice of the public hearing to those solid waste haulers doing business in Alachua County; and,

WHEREAS, in accordance with the provisions of Section 403.70605, *Florida Statutes*, notice was given by newspaper publication, and Proof of Publication is attached hereto as Exhibit A; and,

WHEREAS, a public hearing was held on August 22, 2006, and comments and objections of all interested persons have been heard and considered by the Board as required by Section 403.70605, *Florida Statutes*.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ALACHUA COUNTY, FLORIDA:

1. That the Alachua County Board of County Commissioners may authorize one or more exclusive franchises for the provision of solid waste services to commercial property or provide such services itself or through another local government, to take effect on October 1, 2009.

2. The Board hereby directs the County Manager to provide notice of the Board's intent as expressed in this resolution to currently permitted solid waste haulers in accordance with Section 403.70605, *Florida Statutes*.

3. This Resolution shall take effect immediately upon its adoption.

DULY ADOPTED in regular session, this 22nd day of August, A.D., 2006.

BOARD OF COUNTY COMMISSIONERS OF
ALACHUA COUNTY, FLORIDA

By: Lee Pinkoson
Lee Pinkoson, Chair
Board of County Commissioners

ATTEST:

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

APPROVED AS TO FORM

D. Wagner
Alachua County Attorney

EXHIBIT A
Proof of Publication
(to be provided)

AFFIDAVIT OF PUBLICATION

The Gainesville Sun
Published - Daily
Gainesville, Alachua County, Florida

STATE OF FLORIDA
COUNTY OF ALACHUA

Before the undersigned, a Notary Public of Said County and State, Ernest Blake, III, who on oath says that he is Legal Advertising Coordinator of THE GAINESVILLE SUN, a daily newspaper published at Gainesville, in Alachua County, Florida; that the attached copy of advertisement, being a notice in the matter of

NOTICE OF INTENT TO IMPLEMENT EXCLUSIVE COMMERCIAL FRANCHISES The Board of County Commissioners of Alachua County, Florida, hereby provides notice pursuant to Section 403.70605, Florida Statutes, of its intent to consider whether to authorize one or

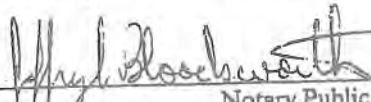
was published in said newspaper in the issues of:

8/1 1x

Affiant further says that the said THE GAINESVILLE SUN is a daily newspaper published at Gainesville, in said Alachua County, Florida, and that the said newspaper has heretofore been continuously published in said Alachua County, Florida, daily, and has been entered as second class mail matter at the post office in Gainesville in said Alachua County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the person of securing this advertisement for publication in the said newspaper.



Sworn to and subscribed before me this 2nd day of August, A.D., 2006


Notary Public
Jeffrey L. Blossworth
AD COMMISSION # DD159430 EXPIRES
October 20, 2006
(Print, Type or Stamp Name of Notary Public)

My commission expires 20 day of Oct, 2006

Ad #: A000198914

000-1 LEGALS

NOTICE OF INTENT TO IMPLEMENT EXCLUSIVE COMMERCIAL FRANCHISES

The Board of County Commissioners of Alachua County, Florida, hereby provides notice pursuant to Section 403.70605, Florida Statutes, of its intent to consider whether to authorize one or more exclusive franchises for the provision of solid waste services to commercial property in the unincorporated area of Alachua County. Currently, the County does not have an exclusive franchise for such services. Instead, the County has non-exclusive franchises with numerous commercial solid waste service providers. In the event the County determines to implement one or more exclusive commercial franchises in the unincorporated area of Alachua County the exclusive franchise would take effect no sooner than October 1, 2008.

The Board will consider the adoption of a resolution electing to implement one or more exclusive commercial franchises as authorized by Section 403.70605, Florida Statutes, at a public hearing to be held in Room 200 of the Alachua County Administration Building, 12 South East 1st Street, Gainesville, Florida 32601, on Tuesday, the 22nd day of August, A.D., 2006, at 8:00 o'clock, p.m., or as soon thereafter as the matter may be heard. All persons are advised that, if they decide to contest any decision made at this public hearing, they will need a record of the proceedings and, for such purpose, they may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. All interested persons are invited to attend and be heard, if any accommodations are needed for persons with disabilities, please contact the Alachua County Equal Opportunity Office at 352-374-6275 (Voice) or 352-374-6284 (TDD).

Lee Pinkson, Chair
Board of County Commissioners

Tuesday, August 1, 2006
#A000198914
#A000198914

Rec'd 11-22-04 from W.C.



Alachua County Office of Management and Budget

Suzanne L. Gable, CPA
John Valinski, CGFM
John D. Johnson

Director
Senior Financial Management Analyst
Grants/Contracts Coordinator

October 21, 2004

RECEIVED

NOV 05 2004

ALACHUA COUNTY
PUBLIC WORKS DEPARTMENT

COPY

MEMORANDUM

To: Karen Deeter, Waste Collection Manager
Public Works

From: John Johnson, Grants & Contracts Coordinator
Office of Management & Budget *jcp*

Subject: **Grants/Contracts Approved by the Board of County Commissioners on September 28, 2004**

Enclosed please find one original of the document referenced below which was approved by the Board on the date referenced above.

GAINESVILLE, CITY OF

First Amendment to the Interlocal Agreement for Solid Waste Management Services

Term: May 12, 1998 - September 30, 2007

Amount: N/A

Account: N/A

Please forward the original to the vendor and keep a copy for your files.

Thank you for your assistance.

cc: OMB
Finance & Accounting
Rob Bonetti

RECEIVED
NOV 17 2004

RECEIVED
JD/jcp
NOV 22 2004
OFFICE OF WASTE MANAGEMENT
ALACHUA COUNTY

RECEIVED

NOV 22 2004

ALACHUA COUNTY

P.O. Box 2877 ■ Gainesville, Florida 32602-2877 ■ Tel. (352) 374-5262 ■ Fax (352) 338-7362

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1 **FIRST AMENDMENT TO INTERLOCAL AGREEMENT BETWEEN**
2 **ALACHUA COUNTY AND THE CITY OF GAINESVILLE**
3 **FOR SOLID WASTE MANAGEMENT SERVICES**
4

5
6 THIS FIRST AMENDMENT TO THE INTERLOCAL AGREEMENT PERTAINING
7 TO THE SOLID WASTE MANAGEMENT SERVICES, made and entered into this 28 day of
8 September, A.D., 2004, by and between Alachua County, a charter county and political
9 subdivision of the State of Florida, hereinafter referred to as the "County", and the City of
10 Gainesville, a municipal corporation of the State of Florida, hereinafter referred to as "City";

11 W I T N E S S E T H:

12 WHEREAS, Alachua County and the City of Gainesville entered into an interlocal
13 agreement dated the 12th day of May 1998, to provide for the City's use of the Alachua County
14 solid waste management facility, known as the Solid Waste Transfer Station at the Leveda
15 Brown Environmental Park; and

16 WHEREAS, the May 1998 interlocal agreement provided that the County shall not
17 charge the City a higher fee for solid waste management services than it charges other users of
18 the County's solid waste management system; and

19 WHEREAS, the County requested that the City agree to amend this provision to enable
20 the County to charge a different fee for other users of the County's solid waste management
21 system; and

22 WHEREAS, the City requested that the County agree to amend the interlocal agreement
23 to require that the County transfer \$2,250,000 to the Solid Waste System Fund to replace the
24 funds that the County transferred to the Self-Insurance Fund during Fiscal Year 2002; and

1 WHEREAS, the County transferred \$1,125,000 to the Solid Waste Fund in Fiscal Year
2 2003; and

3 WHEREAS, the parties agree to amend the interlocal agreement to provide for a different
4 solid waste disposal fee for different users of the County's solid waste management system and
5 provide for reimbursement of the funds transferred to the Self-Insurance Fund during Fiscal Year
6 2002.

7 NOW THEREFORE, in consideration of the mutual covenants and promises hereinafter
8 set forth, and other good and valuable consideration, the CITY and COUNTY do hereby agree as
9 follows:

- 10 1. Article III, County Obligations, paragraph 2, is amended in its entirety to read:
- 11 2. The COUNTY shall determine and set reasonable solid waste management
12 services fees and take other lawful and necessary steps to establish funds
13 for the provision by the COUNTY of solid waste management services in
14 accordance with Section 403.706, Florida Statutes. The COUNTY shall
15 not charge the CITY a higher fee for solid waste management services
16 than it charges other users of the County's solid waste management
17 system. The CITY, however, does hereby consent to the COUNTY
18 charging to Waste Management Inc. of Florida, Waste Pro of Florida or
19 Southland Waste System a lower fee for disposing of commercial solid
20 waste at the Alachua County Solid Waste Transfer Station than the
21 COUNTY charges the CITY if such lower fees are charged pursuant to
22 written contracts executed with any of the aforesaid solid waste haulers

1 prior to November 1, 2004. The COUNTY shall fund solid waste
2 management services through the collection of a solid waste management
3 services fee at the Alachua County Solid Waste Transfer Station or
4 through special assessments or through a combination of methods. All
5 revenues received under this agreement for solid waste management
6 services shall be applied only to solid waste management purposes. The
7 County shall use its best efforts to reimburse the Solid Waste System Fund
8 for the remaining funds of the \$2,250,000 which were transferred to the
9 Self-Insurance Fund during Fiscal Year 2002. In no event shall the
10 reimbursement be less than \$100,000 per fiscal year, commencing with
11 Fiscal Year 2004-2005 and continuing until the balance is fully paid,
12 including any and all interest the transferred funds would have earned
13 based on the actual return rate of the solid waste system fund from the
14 initial date of the transfer until all principal and interest is repaid. This
15 covenant to reimburse survives the term of this agreement.

16 2. Under Article VII, Miscellaneous, Section 15, Intergovernmental Coordination, is
17 added as follows:

18 15. INTERGOVERNMENTAL COORDINATION.

19 A) The County and the City agree that representatives of their respective
20 governing bodies and their managers shall meet on at least a semiannual basis to
21 discuss the delivery of solid waste management services, including solid waste
22 disposal services, and any changes in the provision of solid waste management

1 services that the County and City agree to implement.

2 B) The County agrees that the City Manager or designee will be included in any
3 substantive discussions relating to the solid waste management system for the
4 purpose of receiving the City's input and recommendations prior to the County
5 approving or amending any agreement with any third party that provides services
6 to or for the system.

7 SAVE AND EXCEPT as expressly amended herein, all other terms and provisions of the
8 original Interlocal Agreement between the parties, dated May 12, 1998, shall be and remain in
9 full force and effect.

10

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

4 ALACHUA COUNTY, FLORIDA

5
6
7 By: Mike Byerly
8 Mike Byerly, Chair
9 Board of County Commissioners

10 ATTEST:

11 Shirley A. Lane, DC.
12
13 J. K. "Buddy" Irby, Clerk

14
15 (SEAL)

16 APPROVED AS TO FORM

17 D. Wagoner
18 Alachua County Attorney

19 CITY OF GAINESVILLE

20
21 By: Wayne Bowers
22 Wayne Bowers, City Manager

23 WITNESSES:

24 Rosemary Spill
25
26 Ally
27
28

29 APPROVED AS TO FORM AND LEGALITY

30 Edna W. Warrick
31 Gainesville City Attorney
32

1 **MEMORANDUM OF UNDERSTANDING BETWEEN**
2 **ALACHUA COUNTY AND THE CITY OF GAINESVILLE**
3 **FOR SOLID WASTE MANAGEMENT SERVICES**
4

5
6 THIS MEMORANDUM OF UNDERSTANDING PERTAINING TO THE
7 INTERLOCAL AGREEMENT FOR SOLID WASTE MANAGEMENT SERVICES, made and
8 entered into this 23 day of November, A.D., 2004, by and between Alachua County, a
9 charter county and political subdivision of the State of Florida, hereinafter referred to as the
10 "County", and the City of Gainesville, a municipal corporation of the State of Florida, hereinafter
11 referred to as "City";

12 W I T N E S S E T H:

13 WHEREAS, Alachua County and the City of Gainesville entered into an interlocal
14 agreement dated the 12th day of May 1998, to provide for the City's use of the Alachua County
15 solid waste management facility, known as the Solid Waste Transfer Station at the Leveda
16 Brown Environmental Park; and

17 WHEREAS, the County and the City agreed to amend the interlocal agreement by
18 approving a first amendment that authorizes the County to charge certain users a lower fee than it
19 charges the City for solid waste management services, requires additional coordination between
20 the County and City governments pertaining to solid waste services, and provides for the
21 repayment of solid waste funds that were transferred to the County's self-insurance fund during
22 fiscal year 2002-2003; and

23 WHEREAS, the County and the City desire to provide for additional intergovernmental
24 coordination.

1 NOW THEREFORE, in consideration of the mutual covenants and promises hereinafter
2 set forth, and other good and valuable consideration, the CITY and COUNTY do hereby agree
3 that the following changes will be made to the interlocal agreement when it is next amended:

4 1. The County and the City agree to amend the fifth WHEREAS clause in the first
5 amendment of the interlocal agreement to read as follows:

6 WHEREAS, the County transferred \$1,125,000 to the Solid Waste Fund in Fiscal
7 Year 2003-2004 as a partial repayment of the funds that were transferred to the
8 self-insurance fund during fiscal year 2002-2003.

9 2. The County directs its manager to provide quarterly written reports and
10 semiannual presentations to the City Commission on the status of the solid waste management
11 system and opportunities to reduce the waste stream and to develop a long-term business plan for
12 the solid waste management system.

13 3. The parties to this Memorandum of Understanding may amend the Memorandum
14 of Understanding only by mutual written agreement of the parties. The purpose of the
15 Memorandum of Understanding is to set forth the agreement of the parties as to amendments to
16 the Interlocal Agreement that should be included in a second amendment to the agreement that
17 will be prepared at a future date.

18 4. This Memorandum of Understanding constitutes the entire agreement between the
19 parties and will serve as a basis for discussions to amend the interlocal agreement pertaining to
20 solid waste management services in the future.

1 IN WITNESS WHEREOF, the parties have caused this Memorandum of Understanding
2 to be executed for the uses and purposes therein expressed on the day and year first above-
3 written.

4 ALACHUA COUNTY, FLORIDA

5
6
7 By: Mike Byerly
8 Mike Byerly, Chair
9 Board of County Commissioners

10 ATTEST:

11 J. K. "Buddy" Irby, D.C.
12 J. K. "Buddy" Irby, Clerk
13

14
15 (SEAL)

16 APPROVED AS TO FORM

17 D. Waga
18 Alachua County Attorney

19 CITY OF GAINESVILLE

20
21 By: Barbara Lipscomb
22 ~~Wayne Bowers~~, City Manager
23 Barbara Lipscomb, Interim City Manager

24 WITNESSES:

25 Mary Broke
26 Rosemary Shell
27

28 APPROVED AS TO FORM AND LEGALITY

29 [Signature]
30 Gainesville City Attorney
31 NOV 22 2004

32 EEH/AGREEMENTS/CityGainesville/SolidWaste1stAmendment/MOU



"Caring People Providing Quality Service"

DEPARTMENT OF ADMINISTRATIVE SERVICES

P.O. Box 1467 • Gainesville, Florida 32602-1467

(352) 374-5219
Personnel
(352) 374-5202
Purchasing
(352) 374-5297
Risk Management
(352) 374-5275
Equal Opportunity

(352) 374-5210
Public Information Officer
(352) 338-7300
Information Services
(352) 374-5262
Office of Mgmt. & Budget
(352) 374-5229
Facilities Management



September 16, 1998

MEMORANDUM

TO: Norm Thomas, Assistant Director/Waste Management
Public Works

FROM: Laura Easter, Grants/Contracts Coordinator *ja*
Office of Management and Budget

SUBJECT: Grants/Contracts approved by the Board of County Commissioners on
September 8, 1998

Enclosed please find one fully-executed copy of the original of the document referenced below which was approved by the Board on the date referenced above.

GAINESVILLE, CITY OF

Interlocal Agreement for Solid Waste Management Services

Term: May 12, 1998 - September 30, 2007

Amount: N/A

Account: N/A

Please retain this copy for your records. I have forwarded to the vendor an original document.
Thank you for your assistance.

Enclosures (2)

cc: Doug Timms (memo only)
Rob Bonetti (Blue Sheet #98-148)
Robert Livingston IV (memo only)
Dean Harloff
Faylene Welcome



Printed on Recycled Paper

CIRCUIT COURT CLERK
J. K. "Buddy" Irby
ALACHUA COUNTY, FL
Date 09/14/1998 14:15
Document ID 1561492
Page 2191/ 531

**INTERLOCAL AGREEMENT FOR SOLID WASTE MANAGEMENT
SERVICES BETWEEN ALACHUA COUNTY AND
THE CITY OF GAINESVILLE, FLORIDA**

THIS AGREEMENT, made and entered into this 12th day of May, A.D., 1998, by and between the City of Gainesville, Florida, a municipal corporation of the State of Florida, (CITY), and Alachua County, a charter county and political subdivision of the State of Florida, by and through its Board of County Commissioners, (COUNTY), concerning solid waste management services.

WITNESSETH:

WHEREAS, Section 163.01, Florida Statutes, known as the Florida Interlocal Cooperation Act of 1969, authorizes local governmental units to enter into agreements with each other to make the most efficient use of their powers and to provide services and facilities that meet the needs of the local community; and,

WHEREAS, the COUNTY in accordance with Section 403.706, Florida Statutes, has the authority and the responsibility to provide for solid waste disposal for all entities within the County; and,

WHEREAS, the COUNTY has engaged in a comprehensive process to identify and develop a solid waste disposal facility to safely and economically serve the needs of the entire population of the County; and,

WHEREAS, the COUNTY intends to finance construction of the County solid waste facility project with existing solid waste enterprise fund capital reserves; and,

WHEREAS, the degree of usage of the County solid waste facility project by the CITY has influenced the size and cost of such facility; and,

WHEREAS, the COUNTY has requested the CITY to enter into an Interlocal Agreement regarding the use of the County solid waste facility project so that, in turn, the COUNTY may reasonably project cost of operation and maintenance of the facility.

WHEREAS, the COUNTY intends to continue to provide a quality level of solid waste management services to the entire population of Alachua County.

NOW, THEREFORE, in consideration of the mutual covenants and promises hereinafter set forth, and other good and valuable consideration, the CITY and COUNTY do hereby agree that:

ARTICLE I

Purpose

It is the purpose and intent of this Agreement to define the terms and conditions of the COUNTY's provision of solid waste management services to the CITY and the CITY's rights and obligation to send certain portions of its waste stream, as herein defined, to the appropriate COUNTY facility. This Agreement is intended to:

1. Provide the CITY with environmentally responsible solid waste management services; and,
2. Require the CITY to utilize the COUNTY's designated facilities for the management and disposal of the residentially collected solid waste and solid waste collected by the CITY's residential franchise haulers; and,
3. Require the CITY to utilize the COUNTY's designated facilities for the management and disposal of the commercially collected solid waste, as herein defined, collected by the CITY's franchised haulers, should the CITY enter into exclusive franchise agreements for the collection of commercial or commercially collected residential solid waste.

4. Allow the CITY to utilize any future constructed COUNTY owned and/or operated recovered materials processing facility, for the processing of recovered materials collected from within the CITY, by the CITY or its contracted or franchised haulers.

All terms and conditions of this Agreement shall be interpreted in a manner consistent with, and in furtherance of, the purpose of this Agreement.

ARTICLE II

Definitions

For the purpose of this Interlocal Agreement, hereinafter referred to as the Agreement, the definitions contained in this Article shall apply unless otherwise specifically stated. If a word or phrase is not defined in this Article, the definition of such word or phrase contained in the Alachua County Code shall control. If a word or phrase is not defined in this Article or in the Alachua County Code, the definition of such word or phrase contained in the Florida Statutes shall control. When not inconsistent with the context, words used in the present tense include the future, words in the plural include the singular and words in the singular include the plural. Use of the masculine gender shall include the feminine gender. The word "shall" is always mandatory and not merely discretionary.

"Acceptable waste" means that portion of the solid waste that may be disposed of lawfully in a Class I and/or Class III landfill, including dead animals, white goods, and waste tires but excluding construction and demolition debris.

"Board" means the Board of County Commissioners of Alachua County, Florida.

"City" means the City of Gainesville, Florida.

"City Manager" means the City Manager of Gainesville, Florida, or the designee of such person.

“Commercially collected solid waste” means solid waste collected by the CITY’s contracted commercial solid waste collector. Such solid waste is primarily collected from commercial, industrial, institutional, agricultural and governmental generators, but may also include solid waste collected from residential generators utilizing dumpster-type collection service.

“Construction and Demolition Debris” means discarded materials generally considered to be not water-soluble and nonhazardous in nature, including, but not limited to, steel, glass, brick, concrete, asphalt roofing material, pipe, gypsum wallboard, and lumber, from the construction or destruction of a structure as part of a construction or demolition project or from the renovation of a structure, and including rocks, soils, tree remains, trees, and other vegetative matter that normally results from land clearing or land development operations for a construction project, including such debris from construction of structures at a site remote from the construction or demolition project site. Mixing construction and demolition debris with other types of solid waste will cause it to be classified as other than construction and demolition debris. The term also includes: clean cardboard, paper, plastic, wood, and metal scraps from a construction project; and de minimis amounts of other nonhazardous wastes that are generated at construction or destruction projects, provided such amounts are consistent with best management practices of the industry.

“County” means Alachua County, Florida.

“County Manager” means the County Manager of Alachua County, Florida, or the designee of such person.

“Designated facilities” means the solid waste management facilities specifically designated by the Board for the disposal and processing of acceptable waste collected from within the incorporated area of the City.

“Garbage” means all kitchen and table food waste and animal or vegetative waste that is attendant with or results from the storage, preparation, cooking or handling of food materials.

“Recovered Materials” means metal, paper, glass, plastic, textile, or rubber materials that have known recycling potential, can be feasibly recycled, and have been diverted and source separated or have been removed from the solid waste stream for sale, use or reuse as raw materials, whether or not the materials require subsequent processing or separation from each other, but does not include materials destined for any use that constitutes disposal. Recovered materials as defined herein are not solid waste.

“Recycling” means any process by which solid waste, or materials which would otherwise become solid waste, are collected, separated, or processed and reused or returned to use in the form of raw materials or products.

“Refuse” means both rubbish and garbage or a combination or mixture of rubbish and garbage, including paper, glass, metal and other discarded matter, excluding recyclable materials and yard trash.

“Residentially collected solid waste” means acceptable waste that is collected by the CITY’s franchised collector(s). Such acceptable waste is collected primarily from residential generators, but may include some acceptable waste from commercial, industrial, institutional or governmental generators.

“Rubbish” means waste material other than garbage, usually attendant to domestic households or housekeeping, and attendant to the operation of stores, offices and other business

places. Rubbish shall include, but is not limited to, paper, magazines, packaging, receptacles, textile materials, excelsior bottles, cans and ceramic materials.

“Sludge” means and includes the accumulated solids, residues, and precipitates generated as a result of waste treatment or processing, including wastewater treatment, water supply treatment, or operation of an air pollution control facility, and mixed liquids and solids pumped from septic tanks, grease traps, privies, or similar waste disposal appurtenances.

“Solid Waste Disposal Facility” means the facility designated by the Board for the disposal of solid waste collected within Alachua County.

“Solid Waste” means sludge unregulated under the Federal Clean Water Act or Clean Air Act, sludge or garbage, rubbish, refuse, special wastes, or other discarded material, including solid, liquid, semisolid, or contained gaseous material resulting from domestic, industrial, commercial, mining, agricultural, or governmental operations. Recovered materials as defined herein are not solid waste.

“Solid Waste Management Facilities” means any County owned or operated solid waste disposal area, volume reduction plant, transfer station, materials recovery facility, or other facility, the purpose of which is resource recovery or the disposal, recycling, processing or storage of solid waste. The term does not include recovered materials processing facilities which meet the requirements of Section 403.7046, Florida Statutes, except the portion of such facilities, if any, that is used for the management of solid waste.

“Solid Waste Management Services” include all county-wide services provided by the County for the processing, transporting and disposal of solid waste; waste alternatives education programs; recovered materials processing; household hazardous waste management; rural collection centers; closure requirements for closed solid waste disposal facilities; and monitoring

of both closed and operating solid waste disposal facilities but solid waste management services do not include solid waste and recycling collection services.

“Solid waste management system” means all programs required to be operated by the County’s Office of Waste Management, within the Public Works Department, including all reserves and expenses thereof, to provide a quality level of disposal and management of solid waste.

“Special Wastes” means solid wastes that can require special handling and management, including, but not limited to, asbestos, white goods, waste tires, used oil, lead-acid batteries, construction and demolition debris, ash residue, yard trash and biological wastes.

“Unacceptable wastes” means sludge; hazardous waste; infectious waste; and biological wastes, except for dead animals.

“White goods” means and includes inoperative and discarded refrigerators, ranges, water heaters, freezers, room air conditioners, and other similar domestic and commercial large appliances.

“Yard trash” means any plant material resulting from landscaping maintenance and land-clearing operations, and includes, but not limited to, materials such as tree and shrub trimmings, grass clippings, palm fronds, trees and tree stumps.

ARTICLE III

COUNTY OBLIGATIONS

1. The COUNTY shall develop, and maintain, such solid waste management facilities as are necessary for the receipt, processing and/or disposal of all acceptable waste, as herein defined, delivered from within the City.

2. The COUNTY shall determine and set reasonable solid waste management services fees and take other lawful and necessary steps to establish funds for the provision by the COUNTY of solid waste management services in accordance with Section 403.706, Florida Statutes. The COUNTY ~~will~~ ^{shall} *J3 MB* not charge the CITY a higher fee for solid waste management services than it charges other users of the County's solid waste management system. The COUNTY shall fund solid waste management services through the collection of a solid waste management services fee at the Alachua County Solid Waste Transfer Station or through special assessments or through a combination of methods.

3. The COUNTY shall, no later than March 31 of each year, prepare an annual report on its Solid Waste Management System. The report shall provide specific details of each of the elements and programs which comprise the COUNTY's solid waste management system. The format of this report shall clearly identify program costs. The report shall also include a disclosure of the total tonnage received during the fiscal year and the origin of such tonnage as it relates to the CITY, all other cities, the unincorporated area of the County, and out-of-County waste. The COUNTY shall keep books and records of the revenues and expenses of the solid waste management system and the CITY shall have the right at all reasonable times to inspect all records, accounts, and data relating thereto. The report shall also include an evaluation and projection of revenues and expenditures associated with each element and program of the solid waste management system for the following fiscal year in order to project the following years solid waste management services fees.

4. The COUNTY's solid waste management system shall be administered under the direction and supervision of the Board of County Commissioners of Alachua County, Florida.

5. The COUNTY shall provide the CITY with due notification of any proposed modifications to agreements or contracts, existing at the date of this Agreement, and of the COUNTY's intent to enter into any new agreements or contracts that may cause an increase or decrease in the solid waste management system's operational costs.

ARTICLE IV

CITY OBLIGATIONS AND RESPONSIBILITIES

1. During the term of this Agreement and all subsequent renewal periods, the CITY shall require its contracted residential solid waste franchise haulers to deliver all acceptable waste, collected from within the CITY, to the COUNTY's designated facilities.

2. During the term of this Agreement and all subsequent renewal periods, should the CITY enter into any contracts or exclusive franchises for collection of commercial solid waste, the CITY shall direct its contractors or franchises to dispose of all solid waste collected under the contracts or franchises at a COUNTY designated facility. The COUNTY shall charge for processing and disposal of such waste at the CITY's prevailing solid waste management services fee.

3. The CITY shall not knowingly deliver, or cause to be delivered, unacceptable waste to any designated facility.

4. The CITY's requirement to pay the COUNTY under this Agreement is limited to the payment of any outstanding solid waste management services fees due from the CITY to the COUNTY for delivery of acceptable waste to the designated facilities.

ARTICLE V

BILLING AND PAYMENT PROCEDURES

1. The COUNTY shall, within ten (10) business days after the end of each month, provide a monthly invoice to the CITY for the solid waste management services fee incurred by the CITY during the preceding month.

2. The CITY agrees to pay directly to the COUNTY, within thirty (30) days of receipt of the appropriate monthly invoice, the undisputed solid waste management services fee billed by the COUNTY for the CITY's use of the Solid Waste Management System for the preceding month.

3. In the event the CITY's review of the monthly invoice indicates errors or discrepancies, the CITY shall so notify the COUNTY in writing within fifteen (15) business days from receipt of the monthly invoice. Upon receipt of such notification the CITY and COUNTY shall act in good faith to attempt to resolve the disputed portion of the invoice. In the event the dispute cannot be resolved, the matter will be determined through mediation. The CITY shall not be obligated to pay the disputed portion of the monthly invoice until such time as the dispute shall be resolved.

ARTICLE VI

TERM OF AGREEMENT

1. This Agreement shall become effective on the date the County begins operations at the Alachua County Solid Waste Transfer Station and shall remain in effect until September 30, 2007, or as provided herein.

2. The CITY shall have the right to terminate this agreement if the COUNTY changes the location of the Alachua County Solid Waste Transfer Station from the 6305 N.E. Waldo Road location without first obtaining the CITY's consent to the change in location .

3. The COUNTY designates the New River Regional Landfill as the location of the solid waste disposal facility. In the event the COUNTY during the term of this agreement ~~(subject to the CITY's mandatory solid waste collection program.)~~ changes the location of the solid waste disposal facility, the CITY shall have the right to terminate this agreement if the change in location results in higher disposal costs to the CITY for the disposal of Class I solid waste ^{that is} generated within the incorporated limits of the City of Gainesville ^{and that is subject to the CITY's mandatory solid waste} ~~and subject to the CITY's mandatory solid waste collection program.~~ ^{collection program}. In the event the COUNTY changes the location of the solid waste disposal facility without an increase in disposal fees, and the CITY objects to the new location on the basis that the new solid waste disposal facility is not environmentally compatible with the policies of the CITY, the CITY shall have the right to terminate this agreement after providing the COUNTY with written notification at least 365 days prior to the termination date.

4. Upon mutual agreement of the parties, this Agreement may be renewed for additional five (5) year periods. At the end of each period, the CITY shall have the right to exercise its right to renew, renegotiate, or terminate this Agreement. The CITY shall notify the COUNTY of its intent to exercise this renewal option, or to allow this Agreement to terminate. Said notice shall be in writing and delivered not less than one hundred eighty (180) days prior to the end of the term of the then current Agreement. In the event the CITY notifies the COUNTY of its intent to exercise this renewal option, the COUNTY shall notify the CITY of its intent to accept or decline the renewal option offer. Such notice shall be made in writing and delivered to the CITY within twenty (20) days of receipt by the COUNTY of the CITY's notice of intent to

exercise the renewal option. Non response by the COUNTY to the CITY's notice of intent to exercise the renewal option shall be considered acceptance and approval of the notice of intent to renew.

5. This Agreement shall be for the benefit of, and shall be binding upon, the successors and assigns of the parties hereto.

ARTICLE VII

MISCELLANEOUS

1. HOLIDAYS

The designated facilities shall be open to receive acceptable waste on all days of the year except Sundays and the following holidays: New Year's Day, July 4th, Thanksgiving Day, and Christmas Day. In cases where one of the foregoing holidays falls on a Sunday, the COUNTY shall operate the designated facilities on the preceding Saturday and the following Monday.

2. FORCE MAJEURE

A) An event of force Majeure is an act that happens by the direct immediate and exclusive operation of the forces of nature, uncontrolled and uninfluenced by human acts or omissions and without human intervention and is of such a character that it would not have been prevented or escaped from by any amount of foresight or prudence or by any reasonable degree of care, or diligence, such as, but not limited to, war, tempest, hurricanes, tornadoes and earthquakes or lightning.

B) Either party shall be excused from performance when its non-performance was caused directly or indirectly by an event of Force Majeure. The affected party shall give to the other party prompt written notice of the event of force majeure and reasonable full particulars concerning it. Thereupon, the obligations of the party giving notice so far as they are affected

by the event of force majeure shall be suspended during, but no longer than the continuance of, the event of force majeure and for a reasonable time thereafter required to remedy the physical damages or return to normal operations or both.

C) Any party excused from performing any obligation under this Agreement pursuant to Paragraph 2.b., of this Article, shall promptly, diligently and in good faith take all reasonable action required in order for it to be able to commence or resume performance of its obligations under the Agreement.

D) The party whose performance is excused due to the occurrence of an event of force majeure shall, during such period, keep the other party duly notified of all such actions required in order for it to be able to commence or resume performance of its obligation under this Agreement.

3. CHANGES IN LAW

The COUNTY and the CITY agree to enter into good faith negotiations regarding modifications to this Agreement that may be required in order to implement changes in the interest of the public welfare or due to change in law.

4. POINT OF CONTACT

The day-to-day dealings between the COUNTY and the CITY shall be between the County Manager, for the COUNTY and the City Manager, for the CITY.

5. NOTICE

Any notice, demand, communication, or request required or permitted hereunder shall be in writing, except where otherwise herein designated by telephone, and delivered in person or sent by certified, return receipt requested, United States Mail as follows:

As to the CITY:

City Manager
City of Gainesville
P.O. Box 490, Station 7
Gainesville, FL 32602

As to the COUNTY:

Chairman, Board of County Commissioners
Post Office Box 2877
Gainesville, FL 32602-2877

Notices shall be effective when received at the address as specified above. Changes in the respective address to which such notice is to be directed may be made from time-to-time by written notice. Facsimile transmission is acceptable notice, effective when received, however, facsimile transmissions received (i.e.; printed) after 4:30 p.m. or on weekends or holidays, will be deemed received on the next business day. The original of items which are transmitted by facsimile equipment must also be mailed as required herein.

6. DEFAULT OF AGREEMENT

Except for billing disputes, if either party fails to keep and perform each and every covenant it has agreed to keep and perform, the other party, after giving the defaulting party notice of the default and 30 days to correct the default, and the default remains, may terminate this agreement.

7. INDEPENDENCE OF AGREEMENT

It is understood and agreed that nothing herein contained is intended or should be construed as in any way establishing the relationship of co-partners or a joint venture between the parties hereto, or as constituting the COUNTY as an agent, or representative of the CITY for any purpose whatsoever. The COUNTY is to be, and shall remain, an independent entity with respect to all services performed under this Agreement.

8. INDEMNIFICATION

The COUNTY and the CITY, as political subdivisions of the State of Florida as defined in Section 768.28, Florida Statutes, agree to be fully responsible for their respective negligent acts or omissions which in any way relate to or arise out of this agreement. In addition, the COUNTY will hold harmless, defend, save and indemnify the CITY from and against, and reimburse the CITY for any and all damages, claims, liabilities, loss, costs and expenses (including, without limitation, reasonable attorneys fees), all judgments, suits, consent decrees or other claims arising out of the operation of the transfer station or the transportation of solid waste from the Alachua County Transfer Station to the solid waste disposal site, other than claims arising out of the negligent acts or omissions of the CITY. The CITY will hold harmless, defend, save and indemnify the COUNTY from and against, and to reimburse the COUNTY for any and all damages, claims, liabilities, loss, costs and expenses (including, without limitation, reasonable attorneys fees), all judgments, suits, consent decrees or other claims arising out of the CITY's performance of its obligations under this interlocal agreement, other than claims arising out of the negligent acts or omissions of the COUNTY. Nothing herein shall be construed as consent by an agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of this agreement or as a waiver of sovereign immunity by any party to which sovereign immunity applies.

9. RIGHT TO REQUIRE PERFORMANCE

The failure of either party, at any time, to require performance of any provision hereof shall in no way affect the right of said party thereafter to enforce same. Nor shall waiver by either party of any breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself.

10. VENUE

This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce this Agreement will be held in Alachua County, Florida and the Agreement will be interpreted according to the laws of the State of Florida.

11. COMPLIANCE WITH LAWS

The COUNTY shall conduct its operations, or require such operations to be conducted, under this Agreement in compliance with all applicable Federal, State, and local laws and regulations.

12. SEVERABILITY

In the event that any provision of this Agreement shall be declared illegal, void or unenforceable by a court of competent jurisdiction, or in an arbitration proceeding, the other provisions shall not be affected but shall remain in full force and effect.

13. ENTIRE CONTRACT

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of the Agreement that are not contained in this document. Accordingly it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written. The parties acknowledge that this Agreement was negotiated at arms length by the parties, with adequate representation on an equal basis, and the filing of a suit challenging the negotiated terms of this Agreement by either party shall be deemed a default and the Agreement shall be terminated as provided herein.

This Agreement constitutes the entire agreement and understanding between the parties hereto, and it shall not be considered modified, altered, changed or amended in any respect unless in writing and signed by both parties hereto.

14. EFFECTIVE DATE

This Agreement shall become effective upon both parties affixing signatures hereto and the CITY shall begin delivery of solid waste as covered herein at that time.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the day first above written in three (3) counterparts, each of which shall without proof or accounting for the other counterparts be deemed an original contract.

ALACHUA COUNTY, FLORIDA

By: Leveda Brown
Leveda Brown
Chairman, Board of County Commissioners

ATTEST:

J.K. "Buddy" Irby
J.K. "Buddy" Irby, Clerk

APPROVED AS TO FORM

David W. Wynn
Alachua County Attorney's Office

CITY OF GAINESVILLE

By: Wayne Bowers
Wayne Bowers, City Manager



Janey Rucker
Witness

Donna Brewer
Witness

APPROVED AS TO FORM AND LEGALITY

Patricia M. Carter
Gainesville City Attorney's Office

Select Year:

The 2009 Florida Statutes

[Title XXIX](#)
PUBLIC HEALTH

[Chapter 403](#)
ENVIRONMENTAL CONTROL

[View Entire Chapter](#)

403.70605 Solid waste collection services in competition with private companies.--

(1) SOLID WASTE COLLECTION SERVICES IN COMPETITION WITH PRIVATE COMPANIES.--

(a) A local government that provides specific solid waste collection services in direct competition with a private company:

1. Shall comply with the provisions of local environmental, health, and safety standards that also are applicable to a private company providing such collection services in competition with the local government.

2. Shall not enact or enforce any license, permit, registration procedure, or associated fee that:

a. Does not apply to the local government and for which there is not a substantially similar requirement that applies to the local government; and

b. Provides the local government with a material advantage in its ability to compete with a private company in terms of cost or ability to promptly or efficiently provide such collection services. Nothing in this sub-subparagraph shall apply to any zoning, land use, or comprehensive plan requirement.

(b)1. A private company with which a local government is in competition may bring an action to enjoin a violation of paragraph (a) against any local government. No injunctive relief shall be granted if the official action which forms the basis for the suit bears a reasonable relationship to the health, safety, or welfare of the citizens of the local government unless the court finds that the actual or potential anticompetitive effects outweigh the public benefits of the challenged action.

2. As a condition precedent to the institution of an action pursuant to this paragraph, the complaining party shall first file with the local government a notice referencing this paragraph and setting forth the specific facts upon which the complaint is based and the manner in which the complaining party is affected. The complaining party may provide evidence to substantiate the claims made in the complaint. Within 30 days after receipt of such a complaint, the local government shall respond in writing to the complaining party explaining the corrective action taken, if any. If no response is received within 30 days or if appropriate corrective action is not taken within a reasonable time, the complaining party

may institute the judicial proceedings authorized in this paragraph. However, failure to comply with this subparagraph shall not bar an action for a temporary restraining order to prevent immediate and irreparable harm from the conduct or activity complained of.

3. The court may, in its discretion, award to the prevailing party or parties costs and reasonable attorneys' fees.

(c) This subsection does not apply when the local government is exclusively providing the specific solid waste collection services itself or pursuant to an exclusive franchise.

(2) SOLID WASTE COLLECTION SERVICES OUTSIDE JURISDICTION.--

(a) Notwithstanding s. 542.235, or any other provision of law, a local government that provides solid waste collection services outside its jurisdiction in direct competition with private companies is subject to the same prohibitions against predatory pricing applicable to private companies under ss. 542.18 and 542.19.

(b) Any person injured by reason of violation of this subsection may sue therefor in the circuit courts of this state and shall be entitled to injunctive relief and to recover the damages and the costs of suit. The court may, in its discretion, award to the prevailing party or parties reasonable attorneys' fees. An action for damages under this subsection must be commenced within 4 years. No person may obtain injunctive relief or recover damages under this subsection for any injury that results from actions taken by a local government in direct response to a natural disaster or similar occurrence for which an emergency is declared by executive order or proclamation of the Governor pursuant to s. 252.36 or for which such a declaration might be reasonably anticipated within the area covered by such executive order or proclamation.

(c) As a condition precedent to the institution of an action pursuant to this subsection, the complaining party shall first file with the local government a notice referencing this subsection and setting forth the specific facts upon which the complaint is based and the manner in which the complaining party is affected. Within 30 days after receipt of such complaint, the local government shall respond in writing to the complaining party explaining the corrective action taken, if any. If the local government denies that it has engaged in conduct that is prohibited by this subsection, its response shall include an explanation showing why the conduct complained of does not constitute predatory pricing.

(d) For the purposes of this subsection, the jurisdiction of a county, special district, or solid waste authority shall include all incorporated and unincorporated areas within the county, special district, or solid waste authority.

(3) DISPLACEMENT OF PRIVATE WASTE COMPANIES.--

(a) As used in this subsection, the term "displacement" means a local government's provision of a collection service which prohibits a private company from continuing to provide the same service that it was providing when the decision to displace was made. The term does not include:

1. Competition between the public sector and private companies for individual contracts;
 2. Actions by which a local government, at the end of a contract with a private company, refuses to renew the contract and either awards the contract to another private company or decides for any reason to provide the collection service itself;
 3. Actions taken against a private company because the company has acted in a manner threatening to the public health or safety or resulting in a substantial public nuisance;
 4. Actions taken against a private company because the company has materially breached its contract with the local government;
 5. Refusal by a private company to continue operations under the terms and conditions of its existing agreement during the 3-year notice period;
 6. Entering into a contract with a private company to provide garbage, trash, or refuse collection which contract is not entered into under an ordinance that displaces or authorizes the displacement of another private company providing garbage, trash, or refuse collection;
 7. Situations in which a majority of the property owners in the displacement area petition the governing body to take over the collection service;
 8. Situations in which the private companies are licensed or permitted to do business within the local government for a limited time and such license or permit expires and is not renewed by the local government. This subparagraph does not apply to licensing or permitting processes enacted after May 1, 1999, or to occupational licenses; or
 9. Annexations, but only to the extent that the provisions of s. 171.062(4) apply.
- (b) A local government or combination of local governments may not displace a private company that provides garbage, trash, or refuse collection service without first:
1. Holding at least one public hearing seeking comment on the advisability of the local government or combination of local governments providing the service.
 2. Providing at least 45 days' written notice of the hearing, delivered by first-class mail to all private companies that provide the service within the jurisdiction.
 3. Providing public notice of the hearing.
- (c) Following the final public hearing held under paragraph (b), but not later than 1 year after the hearing, the local government may proceed to take those measures necessary to provide the service. A local government shall provide 3 years' notice to a private company before it engages in the actual provision of the service that displaces the company. As an alternative to delaying displacement 3 years, a local government may pay a displaced company an amount equal to the company's preceding 15 months' gross receipts for the displaced service in the displacement area. The 3-year notice period shall lapse as to any private company being displaced when the company ceases to provide service within the

displacement area. Nothing in this paragraph prohibits the local government and the company from voluntarily negotiating a different notice period or amount of compensation.

(4) DEFINITIONS.--As used in this section:

(a) "In competition" or "in direct competition" means the vying between a local government and a private company to provide substantially similar solid waste collection services to the same customer.

(b) "Private company" means any entity other than a local government or other unit of government that provides solid waste collection services.

History.--s. 1, ch. 2000-304; s. 3, ch. 2002-23.

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