

EXHIBIT B

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 1/5/2010

Contract/Lease Control #: C10-1779-PW

Bid #: NA

Contract/Lease Type: INTERLOCAL

Award To/Lessee: GADSDEN COUNTY

Lessor/Owner: OKALOOSA COUNTY

Effective Date: 10/20/2009 Cost: \$10,000

Expiration Date: INDEFINITE

Description of Contract/Lease: COOPERATIVE COLLECTION ARRANGEMENT GRANT

Department Manager: PW

Department Monitor: D. SLATERPRYCE

Monitor's Telephone #: 689-5772

Monitor's FAX # OR E-Mail: DSLATERPRYCE@CO.OKALOOSA.FL.US

Date Closed: _____

Cc: Finance Dept Contracts & Grants Division

INTERLOCAL AGREEMENT BETWEEN OKALOOSA
COUNTY AND GADSDEN COUNTY FOR THE REQUEST
AND USE OF THE COOPERATIVE COLLECTION
CENTER ARRANGEMENT GRANT

This Interlocal Agreement made and entered into this ^{****} 20th day of October 2009, by and between Okaloosa County, a political subdivision of the State of Florida, by and through its Board of County Commissioners, hereafter referred to as "Host County", and Gadsden County, a political subdivision of the State of Florida, by and through its Board of County Commissioners, hereafter referred to as "Neighboring County".

WITNESSETH:

WHEREAS, the State of Florida has adopted the 1988 Solid Waste Management Act which prohibits disposal of hazardous waste into municipal and sanitary landfills; and,

WHEREAS, the State of Florida recognizes the need for local governments to administer hazardous waste collection to provide opportunities to its citizens for proper hazardous waste management; and,

WHEREAS, the Host County and Neighboring County have determined that a joint and cooperative effort is a viable approach to the proper and cost effective management of the Neighboring County's hazardous waste stream; and,

WHEREAS, the Host County and Neighboring County have developed a joint grant request, endorsed by both Boards of County Commissioners, and approve the request by Interlocal Agreement;

NOW, THEREFORE, in consideration of the mutual benefits to each other, the Host County and the Neighboring County agree as follows:

Section 1. Term. The term of this Agreement shall be in effect from the date set forth above until the Florida Department of Environmental Protection discontinues the appropriation of funding or by mutual consent of either Host or Neighboring County.

Section 2. Mutual Covenants. The Host County and Neighboring County agree to the following:

- a) That the grant request is made jointly on behalf of both counties and is hereby approved by both counties to be submitted to the Florida Department of Environmental Protection by the Host County.
- b) To faithfully pursue the intent and purpose of the Cooperative Collection Center Arrangement Grant
- c) To conduct the Neighboring County hazardous waste collection and all associated business in strict accordance with all applicable laws, regulations and grant rules as set forth by the Florida Department of Environmental Protection, and utilize the grant funds solely for the purpose authorized.

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EXPIRES: INDEFINITE

- d) That the Neighboring County's collection will be held after execution of a contract with the Florida Department of Environmental Protection for funding and no later than November 1, of each contract year.

Section 3. Responsibilities.

a) Of the Host County.

- (1) The Host County must have an established and operational hazardous waste collection center and must have a licensed, insured private hazardous waste management company under contract, hereafter referred to as "Contractor", that will be responsible for collecting hazardous waste and assuring the delivery of that waste to an approved recycling, storage, treatment, or disposal facility.
- (2) A Host County shall:
 - (a) Assign a project manager to work with the Neighboring County government to establish a site in the Neighboring County for mobile hazardous waste collection. The hazardous waste collection will be free to the Neighboring County households and will be offered at a reduced fee to conditionally exempt small quantity generators for the collection and proper management of their waste.
 - (b) Assist the Neighboring County in publicizing and advertising the Neighboring County's hazardous waste collection days.
 - (c) Assign the project manager to be on site during the Neighboring County's collection day.
 - (d) Provide the Neighboring County with copies of all paperwork from its Contractor associated with the Neighboring County's collection, including the contractor's final invoice for services and hazardous waste shipping manifest forms.
 - (e) Pay the contractor for the Neighboring County's hazardous waste collection, and all up front costs through invoice purchase orders for the Neighboring County's hazardous waste collection.
 - (f) Invoice and collect from the Neighboring County its share of cost of the hazardous waste collection.
- (3) The Host County may, upon completion of the Neighboring County's hazardous waste collection, request payment of an additional \$10,000 grant for acting as the host local government under a Cooperative Collection Center Arrangement and submit an invoice to the Department for reimbursement of 75% of the actual cost of the Neighboring County's collection not to exceed the face amount of the grant.

b) Of the Neighboring County:

A Neighboring County shall:

- (1) Establish a site for its mobile hazardous waste collection that is acceptable to the Contractor under contract to the Host County.
- (2) Work with the Host County to choose a mutually convenient date for the collection.
- (3) Guarantee funding to the Host County for payment of balance of its collection costs.
- (4) Pay the Host County within thirty (30) working days after receiving an invoice from the Host County .
- (5) Designate a local project manager to work with the Host County to prepare and distribute public awareness information on proper hazardous waste management and publicize the collection day. This information will be distributed to the local media, schools, agricultural agents, and civic and service organizations.
- (6) Attend the collection and assist the Host County in overseeing paperwork at the close of the collection.
- (7) Provide the hazardous waste management company under contract to the Host County the names and addresses of regulated small quantity generators of hazardous waste in its county.
- (8) Work with the Host County to advertise, promote and organize a "milk-run" collection route service for regulated small quantity generators in order to obtain a reduced fee for proper disposal of their hazardous wastes at a permitted facility.

Section 4. Default and Termination. The failure of any party to comply with the provisions of this Agreement shall place that party in default. Prior to terminating the Agreement with respect to the defaulting party, the non-defaulting party shall notify the defaulting party and all other parties in writing. Notification shall make specific reference to the provision which gave rise to the default and shall specify a reasonable period of time for the defaulting party to cure the default. In the event said default is not cured within the time provided, this Agreement with respect to the defaulting party may be terminated. The failure of any party to exercise this right shall not be considered a waiver of such right in the event of any further default or non-compliance. In the event of termination, the defaulting party shall return any unexpended grant funds and shall comply with any requirements the Florida Department of Environmental Protection may impose. Additionally, either party may terminate the Agreement in writing with 90 days notice.

Section 5. Modification. This Agreement may be modified at any time by mutual written consent of the parties and by permission of the Florida Department of Environmental Protection, if such is required.

Section 6. Indemnification. Subject to the provisions of Section 768.28, F.S. each County agrees to indemnify, save and hold harmless all other party members from any and all liabilities,

claims or damages of any kind which are or may be imposed for any of its negligent acts or omissions or the negligent acts or commissions of its officers, employees or agents arising out of or pursuant to this Agreement and/or the hazardous waste management programs for which these grant funds are sought. This indemnification shall not result in, or be construed to mean, a waiver of sovereign immunity by either county with respect to claims by third parties.

Section 7. Notices. Any notices required by this Agreement shall be sufficient if sent by the parties in the United States mail, postage paid, to the address noted below:

If to Okaloosa County: Chairman, Okaloosa County
Board of County
Commissioners
1804 Lewis Turner Blvd.
Fort Walton Beach, Florida 32547

If to Gadsden County: Chairman, Gadsden County
Board of County
Commissioners
P.O. Box 1799
Quincy, Florida 32353-1799

Section 8. Recording. Each County, upon execution of this Agreement will record a copy of this Agreement in its public records and send a copy to the Florida Department of Environmental Protection.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first above written.

ATTEST:

Munie Strang
Deputy Clerk to BCC



BOARD OF COUNTY COMMISSIONERS
GADSDEN COUNTY, FLORIDA

Eugene Jamh
Chairman

ATTEST:

Dary J. Stumpf

A circular seal for the Clerk of Circuit Court of Gadsden County, Florida. The seal features a central emblem with a scale of justice and a star, surrounded by the text "NICOLAS THOMAS", "GADSDEN COUNTY", "FLORIDA", and "CLERK OF CIRCUIT COURT".

BOARD OF COUNTY COMMISSIONERS
OKALOOSA COUNTY, FLORIDA

William J. Roberts
William J. Roberts, Chairman



Board of County Commissioners Agenda Request

GADSDEN COUNTY COMMISSION
APPROVAL DATE: 10-20-09

Date of Meeting: October 20, 2009

Date Submitted: October 6, 2009

To: Honorable Chairman and Members of the Board

From: Johnny Williams, County Administrator
Charles Chapman, Administrative Coordinator

Subject: Approval of Continuation of Existing Interlocal Agreement with Okaloosa County for the request and use of the Cooperative Collection Center Arrangement Grant for Household Hazardous Waste.

Statement of Issue:

This Agenda item seeks Board approval of a Interlocal Agreement between Gadsden County and Okaloosa County for the request and use of the Cooperative Collection Center Grant for Household Hazardous Waste. Staff also request approval for the Chairman to execute the Agreement.

Background:

For the last five years Gadsden and Okaloosa Counties have participated in the Department of Environmental Protection's Cooperative Collection Center Arrangement Grant Program for Household Hazardous waste collection and disposal. This agreement allows for the continued opportunity of our citizens for proper and cost effective hazardous waste management.

Analysis:

Solid Waste will work with Okaloosa County to prepare and distribute public awareness information on proper hazardous waste management and publicize the collection day event. Gadsden will cooperatively work with the Hazardous Waste Management Company and Okaloosa to advertise, promote and organize collection route services for regulated small quantity generators of hazardous waste in our county in order to obtain a reduced fee for proper disposal of their hazardous waste at a permitted facility.

Fiscal Impact:

Contain and minimize disposal costs through best management practices and Cooperative Collection Center Arrangement Grant to approximately \$3,500-\$4,000.

Options:

- Option 1: Approval of the Cooperative Collection Center Interlocal Agreement and authorize the Chairman to sign.
- Option 2: Do not Approve the Agreement
- Option 3: Board Provide Direction

County Administrator Recommendation:

- Option 1: Approval of Cooperative Collection Center Interlocal Agreement.

Attachments:

1. Attachment A - Interlocal Agreement