

3-5-15 CART-5 **INTERLOCAL AGREEMENT BETWEEN THE CITY OF PENSACOLA  
AND ESCAMBIA COUNTY, FLORIDA FOR EXCHANGE OF SOLID  
WASTE SERVICES.**

**THIS AGREEMENT** made and entered into on this 5<sup>th</sup> day of March  
2015, by and between the City of Pensacola, Florida, a municipal corporation organized  
under the laws of the State of Florida (hereinafter referred to as "City") with the address  
of 222 West Main Street, Pensacola, Florida 32502 and Escambia County, Florida, a  
political subdivision of the State of Florida with administrative offices located at 221  
South Palafox Place, Pensacola, Florida 32502 (hereinafter referred to as "County").

**WITNESSETH:**

**WHEREAS**, both the City and County have legal authority to perform general  
government services within their respective jurisdictions; and

**WHEREAS**, the City and County are authorized by Florida Statutes §163.01 et.  
seq. to enter into interlocal agreements and thereby cooperatively utilize their powers  
and resources to provide solid waste services; and

**WHEREAS**, the City and County desire to exchange solid waste services in  
order to reduce their respective costs and provide essential services in the most cost  
effective manner possible.

**NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE MUTUAL  
COVENANTS CONTAINED HEREIN AND OF THE MUTUAL BENEFITS AND FOR  
OTHER GOOD AND VALUABLE CONSIDERATION, THE CITY AND COUNTY  
AGREE AS FOLLOWS:**

**ARTICLE 1**  
**Purpose**

1.1 Recitals. The recitals contained in the Preamble of this Agreement are declared  
to be true and correct and are hereby incorporated into this Agreement.

1.2 Purpose. This Agreement provides for a cooperative venture between the City  
and County that allows the City to provide neighborhood cleanup collection services in  
County neighborhoods for no cost to the County in exchange for the County providing  
disposal of City yard trash for no cost to the City.

**ARTICLE 2**  
**NEIGHBORHOOD CLEANUPS and YARD TRASH DISPOSAL**

2.1 The parties agree the City shall provide collection service for up to ten (10)  
County neighborhood cleanups annually, provided that each cleanup is coordinated  
between agencies and scheduled on mutually agreeable dates. Generally these

Verified By: *K. McCord*

Date: *3-9-15*

cleanups will be scheduled on Wednesdays during the months of January through October. The County cleanup area shall not exceed 600 homes for each cleanup. Waste collected by the City during the cleanup shall include yard trash and bulky waste but shall exclude hazardous waste or waste generated as a result of a natural disaster. The County neighborhood cleanup waste collected by the City shall be disposed of by the City at the County Perdido Landfill, at no cost to the City.

2.2 The parties agree, in exchange for the neighborhood cleanup services provided by the City as described in section 2.1, the City may dispose of all yard trash generated within the City limits and collected by the City as part of the City's sanitation collection service at the County Perdido Landfill at no cost to the City. All yard trash delivered to the County Perdido Landfill under this agreement may not contain any non-conforming materials or excluded waste, including, but not limited to, construction and demolition debris, hazardous materials, wastes or substances, toxic substances, wastes or pollutants, contaminants, infectious waste, flammable substances, explosives, medical waste, radioactive waste, sewage, or other special waste that requires special handling or disposal procedures or has the possibility of adversely affecting the facility. County has the right, in its sole discretion, to refuse, or to reject at any time, any non-conforming materials or excluded waste delivered to the County Perdido Landfill.

2.3 This Agreement shall bind the parties upon execution of the Agreement and shall continue for five (5) years, from the date of this Agreement and will automatically renew for additional, successive twelve (12) month periods until terminated by either party.

### **ARTICLE 3** **GENERAL PROVISIONS**

3.1 Liability and Insurance. Subject to any claim of sovereign immunity provided by Florida Statutes 768.28, each party to this agreement shall be fully liable for the acts and omissions of its respective employees and agents acting within the course of normal duties in the performance of this Agreement. Each party shall insure its own interests either through appropriate insurance policies or through a self-insurance program. This provision shall not be construed to prevent any claim or action which either party may have against the other.

3.2 Termination. The Agreement may be terminated by either party for cause, or for convenience, upon sixty (60) days written notice by the terminating party to the other party of such termination.

3.3 Records. The parties acknowledge that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes, as amended. In the event a party fails to abide by the provisions of Chapter 119, Florida Statutes, the other party may, without prejudice to any right or remedy and after giving that party, seven (7) days written notice, during which period the party fails to allow access to such documents, terminate this Agreement.

3.4 Assignment. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the parties, without the prior written consent of the other party.

3.5 Governing Law and Venue. This Agreement shall be governed and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue, for any matter, which is the subject of this Agreement shall be in the County of Escambia.

3.6 Severability. The invalidity or non-enforceability of any portion or provision of this Agreement shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion shall be deemed severed from this Agreement and the balance shall be construed and enforced as if this Agreement did not contain such invalid or unenforceable portion or provision.

3.7 Further Documents. The parties shall execute and deliver all documents and perform further actions that may reasonably be necessary to effectuate the provision of this Agreement.

3.8 No Waiver. The failure of either party to insist upon the strict performance of the terms and conditions hereof shall not constitute or be construed as a waiver or relinquishment of any other provision or of either party's right to thereafter enforce the same in accordance with this Agreement.

3.9 Notices: All notices required or made pursuant to this Agreement by either party to the other shall be in writing and delivered by hand or by United States Postal Service, first class mail, postage prepaid, return receipt requested, addressed to the following:

**To the County**

Jack R. Brown  
County Administrator  
Escambia County  
221 South Palafox Place  
Pensacola, Florida 32502

**To the City**

Ashton J. Hayward, III  
Mayor  
City of Pensacola  
222 West Main Street  
Pensacola, Florida 32502

Either party may change its above noted address by giving written notice to the other party in accordance with the requirements of this section.

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Agreement on the respective dates, under each signature:

Approved as to form and legal  
sufficiency.

By/Title: [Signature]

Date: 1/28/15

**COUNTY:**

**ESCAMBIA COUNTY, FLORIDA**, a political subdivision of the State of Florida acting by and through its authorized Board of County Commissioners.

By: [Signature]

Steven Barry, Chairman

Date: 3/5/2015

**ATTEST:** Pam Childers  
Clerk of the Circuit Court

BCC Approved 03-05-2015



**CITY:**

**The City of Pensacola**, a Florida Municipal Corporation, acting by and through its duly authorized City Council.

By: [Signature]

Ashton J. Hayward, III, Mayor, or designee,  
Richard Barker, Jr., Interim City Administrator  
and Chief Financial Officer

Date: \_\_\_\_\_

**ATTEST:**

By: [Signature]

City Clerk