

**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";

W I T N E S S E T H:

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
Pegeen Hanrahan, Mayor

ATTEST:

Kurt M. Lannon
Kurt M. Lannon, Clerk of the Commission

APPROVED AS TO FORM AND
LEGALITY:

Nicole M. Shalley
Gainesville City Attorney
Senior Assistant