

**INTERLOCAL AGREEMENT BETWEEN LEE COUNTY AND THE CITY OF NAPLES  
FOR THE PROCESSING OF RECYCLING MATERIAL**

**THIS INTERLOCAL AGREEMENT** is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2010, by and between **LEE COUNTY**, a political subdivision and charter county of the State of Florida, hereafter referred to as “County,” and the **CITY OF NAPLES**, a municipal corporation, hereafter referred to as “City.”

**WITNESSETH:**

**WHEREAS**, the Lee County Solid Waste Management Department recently constructed a Material Recovery Facility (MRF) to accept and process recycling material from a single stream collection operation; and

**WHEREAS**, the City is transitioning into a single stream collection operation in order to enhance collections at the curb and provide customers with the option to utilize 35-gallon and 65-gallon carts to increase customer recycling participation; and

**WHEREAS**, 2600 tons of recycling material is expected to be collected annually by the City; and

**WHEREAS**, the City will require a location to dispose of and process all of the recycling material generated by City customers.

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants and agreements of the parties, the parties hereto agree as follows:

1. **Term.** The term of this annual agreement is from October 1, 2010, through September 30, 2015, and shall automatically renew for a second five-year term unless terminated as provided herein.

2. **Definitions**

A. **Average Commodity Revenue or ACR** means the monthly net per ton revenue received by Lee County from its contracted MRF operator, resulting from the sale of Recycling Materials, minus \$10 per ton and expressed in dollars per ton. Such net revenue is after accounting for normal operating costs including processing, marketing, transportation, utilities, routine maintenance, etc., of the MRF.

B. **Contaminated Load** means a truck or container load of recycling material that contains more than 10% of Residue mixed in with the Recycling Material.

C. **MRF or Materials Recycling Facility** means the facility owned by Lee County for the purposes of processing and separating recyclable materials.

D. **Recyclables or Recycling or Recycling Materials** means materials generated by business, institutions, and residential properties that have been separated from solid waste materials prior to collection by the City. Recyclables are generally defined herein as old newspaper, office paper, magazines, corrugated cardboard, phone books, fiber board, junk mail, steel (tin) cans, aluminum cans, plastic containers (no's. 1-7 with some exceptions), glass containers, and other such materials that are accepted by the Lee County curbside recycling collection program.

E. **Residue** means the non-recyclable materials mixed in with the Recyclables prior to processing or such non-recyclable material separated from the Recyclables and considered to be unmarketable solid waste. Such material includes certain broken glass fragments from the MRF's glass clean-up system that become a Residue.

3. **Responsibilities.**

A. County. The County agrees to:

a. Accept all eligible Recycling Material from the City;

- b. Provide payment to the City in return for its Recycling Material net of Residue at a rate of 50% of the Average Commodity Revenue less the cost of disposal for Residue. The disposal cost of Residue shall be \$55.00 per ton for fiscal year 2011 and shall not increase more than 3% per year for the Term of this Agreement. Payment shall be made to the City based on a monthly statement provided by the County. The City will provide an acceptable invoice based upon the statement. Such payment will generally be made approximately 70 to 90 days following the end of the applicable billing month. The disposal cost of the Residue, along with any other applicable costs, may be deducted from the payment due to the City prior to such payment.

B. City. The City agrees to:

- a. Cause to transport its Recycling Material to the County and provide all such Recycling Material in a non-contaminated form;
- b. Pay the County for Contaminated Loads at a rate of \$20 per ton, if such Contaminated Load can be processed at the MRF, or at the applicable solid waste disposal cost (\$55.00 per ton for FY 2011 and adjustable per item 3.b, above) if such load(s) is too contaminated to process at the MRF. Such payment to the County may be calculated as a net amount against any payment amount owed to the City by the County.
- c. The County or its contracted MRF operator shall timely notify the City of any Contaminated Load. The City has the right to inspect the Contaminated Load before paying the disposal rate of \$55.00 per ton with such inspection to occur within four (4) business hours after the County's notification. The County or its contracted MRF operator shall timely notify the City of any Contaminated Load with such inspection to occur within four (4) business hours after the County's notification.

4. **Termination.** This Agreement may be terminated by either Party following a one hundred eighty (180) days written notice sent by regular U.S. mail to the other Party in accordance with Section 7, below.

5. **Controlling Law.** This Agreement shall be governed and construed under the laws of the State of Florida.

6. **Indemnification.** The Parties agree that by execution of this Agreement, no Party will be deemed to have waived its statutory defense of sovereign immunity, or increased its limits of liability as provided for in Section 768.28, Florida Statutes, as may be revised or amended from time to time.

7. **Notices.** All notices must be in writing by the City and the County under this Interlocal Agreement and shall be directed to the appropriate following address:

For the City: City Manager  
City of Naples  
735 8<sup>th</sup> Street South  
Naples, Florida 34102

For the County: Lee County Board of County Commissioners  
c/o Solid Waste Division Director  
10500 Buckingham Rd., Suite 200  
Ft. Myers, Florida 33905

8. **Entire Agreement.** This Agreement is the entire agreement between the parties and contains all the terms agreed upon.

(Remainder of page intentionally blank)

**IN WITNESS WHEREOF**, the parties have made and executed this Agreement on the date first written above.

**ATTEST:**

**CITY OF NAPLES**

\_\_\_\_\_

By: \_\_\_\_\_  
Bill Barnett, Mayor

Approval as to form and legal Sufficiency:

\_\_\_\_\_  
Robert D. Pritt, City Attorney

**ATTEST:**  
Charlie Green, CLERK

**BOARD OF LEE COMMISSIONERS  
OF LEE COUNTY, FLORIDA**

\_\_\_\_\_  
By Deputy Clerk

By: \_\_\_\_\_  
Tammara Hall, Chair

Approval as to form and legal Sufficiency:

\_\_\_\_\_  
Office of County Attorney