

**INTERLOCAL AGREEMENT
BETWEEN ST. LUCIE COUNTY AND CITY OF PORT ST. LUCIE**

THIS INTERLOCAL AGREEMENT ("Agreement") dated as of this ____ day of _____ 2025 (the "Effective Date") by and between **ST. LUCIE COUNTY**, a political subdivision of the State of Florida, having an office and place of business at 2300 Virginia Avenue, Fort Pierce, Florida, 34982 (hereinafter referred to as the "County") and the **CITY OF PORT ST. LUCIE**, a Florida municipal corporation, having an office and place of business at 121 SW Port St. Lucie Blvd., Port St. Lucie, Florida 34984 (hereinafter referred to as the "City").

WITNESSETH:

WHEREAS, the County and the City (collectively, the "Parties") have evaluated their options for the collection and disposal of the Solid Waste generated by the residents and businesses within the County and the City; and

WHEREAS, the County and the City wish to use environmentally-sound, efficient, and economical methods to manage their Solid Waste; and

WHEREAS, the County and the City entered into an Amended and Restated Interlocal Agreement (dated February 11, 2019) concerning the management and disposal of the Solid Waste that the City collects and delivers to the County's Solid Waste management and disposal system (the "System"); and

WHEREAS, the County has notified the City that the County does not intend to renew the Amended and Restated Interlocal Agreement when it expires on September 30, 2025;

WHEREAS, the County and the City now wish to revise and clarify their respective obligations, which they intend to accomplish by replacing the existing Amended and Restated Interlocal Agreement with this Agreement;

WHEREAS, the City is willing to deliver its Municipally Collected Solid Waste and Recyclable Materials to the County's System, and the County is willing to accept the City's Municipally Collected Solid Waste and Recyclable Materials for processing, recycling, and/or disposal, subject to the terms and conditions in this Agreement; and

WHEREAS, the Parties agree to act in good faith, work together in a cooperative manner, and take all necessary and appropriate actions to effectuate the purpose and goals of this Agreement, pursuant to their respective lawful authority.

NOW, THEREFORE, in consideration of the premises and the mutual covenants set forth herein, and of the undertakings of each Party to the other, the Parties do hereby promise and agree as follows:

ARTICLE I
ADOPTION OF RECITALS

The foregoing recitals are hereby incorporated into the scope and body of this Agreement as if fully set forth herein.

ARTICLE II
DEFINITIONS

The following terms shall be defined in the manner set forth below. If a term is not defined in this Agreement, the definitions in Section 403.703, Florida Statutes (2024), and Section 62-701.200, Florida Administrative Code, shall be used to supplement the definitions contained herein to aid in interpreting this Agreement consistent with the intent of the Parties. If there is conflict between a definition contained herein and any other definition, the definitions contained herein shall control when interpreting this Agreement.

2.1 **“Class I Solid Waste”** shall mean all non-hazardous Solid Waste that may be lawfully placed in a Class I Landfill for disposal, except Yard Waste (as defined herein), yard trash (as defined in Section 403.703(48), Florida Statutes), Construction and Demolition Debris, white goods, tires, septage, and Special Waste. Class I Solid Waste does not include any type of Solid Waste that may not be placed in the County’s Class I Landfill for disposal under federal, state or local regulations.

2.2 **“Class III Solid Waste”** shall mean all non-hazardous Solid Waste that may be lawfully placed in a Class III Landfill for disposal, including Construction and Demolition Debris, Yard Waste, yard trash, trees, tree stumps, building materials, and packaging materials.

2.3 **“Construction and Demolition Debris”** means materials generally considered to be not water soluble and non-hazardous 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, including such debris from construction of structures at a site remote from the construction or demolition project, and including rocks, soils, tree remains, trees, and other vegetative matter which normally results from land clearing or land development operations for a construction project. Mixing of Construction and Demolition Debris with other types of Solid Waste, including material from a construction or demolition site which is not from the actual construction and demolition of a structure, will cause it to be classified as other than Construction and Demolition Debris. The term also includes:

- a) Clean cardboard, paper, plastic, wood, and metal scraps from a construction project;
- b) Except as provided in section 403.707(9)(j), Florida Statutes, yard trash and unpainted, nontreated wood scraps and wood pallets from sources other than construction or demolition projects;
- c) Scrap from manufacturing facilities which is the type of material generally used in construction projects and which would meet the definition of Construction and Demolition Debris if it were generated as part of a construction or demolition project. This includes debris from the construction of manufactured homes and scrap shingles, wallboard, siding concrete, and similar materials from industrial or commercial facilities; and
- d) 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.

2.4 **“County Solid Waste Plan”** shall mean the County-wide Solid Waste management and disposal program adopted by the Board of County Commissioners.

2.5 **“Fiscal Year”** shall mean the fiscal year of the County, which begins on October 1 and ends on September 30 of the following calendar year.

2.6 **“Municipally Collected Solid Waste”** shall mean Solid Waste that is generated within the boundaries of the City and collected by (a) the City’s employees, (b) a person under contract to the City for the collection of such Solid Waste, or (c) a person holding a franchise, license, or permit issued by the City for the express purpose of collecting, storing, transporting, and disposing of such Solid Waste. Municipally Collected Solid Waste shall include Recyclable Materials disposed of in a Recyclable Materials Container as defined herein.

2.7 **“Non-Conforming Material”** shall mean: (a) any material that is not a Recyclable Material; (b) any Recyclable Material that is mixed with or contaminated by Solid Waste or liquid waste; and (c) any Recyclable Material that cannot be processed at the County’s recycling facility or sold because it is too wet, too old, or otherwise in unacceptable condition.

2.8 **“Person”** shall mean any and all persons, natural or artificial, including any individual, firm, or association; any municipal or private corporation organized or existing under the laws of this state or any other state; any county of this state; and any governmental agency of this state or the Federal Government.

2.9 **“Per Ton Fee”** shall mean the fee adopted by the County by resolution for the disposal of one ton of Class I Solid Waste, Class III Solid Waste, or other type of Solid Waste, as established by County ordinance.

2.10 **“Point of Entry into the System”** shall mean the County’s facilities located at 6120 Glades Cut-Off Road, St. Lucie County, Florida.

2.10 **“Program Materials”** shall mean the mixture of Recyclable Materials collected through the City’s residential and commercial recycling programs, excluding segregated Loads of Old Corrugated Cardboard (OCC). Program Materials include, but are not limited to, aluminum containers, plastic containers (#1–#7), mixed paper, paperboard, steel and tin cans, and glass containers, provided such materials meet the specifications outlined in Exhibit “A” and are delivered in a commingled or non-segregated form to the County’s recycling facility.

2.12 **“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 are not Solid Waste.

2.13 **“Recyclable Materials”** shall mean those materials identified in Exhibit “A” hereto.

2.14 **“Recyclable Materials Container”** shall mean those containers used by residential and commercial customers to collect Recyclable Materials for pick up by a waste hauler.

2.15 **“Solid Waste”** shall mean garbage, rubbish, refuse, Yard Waste (as defined herein), Special Waste, or other discarded material, including solid, liquid, semisolid, or contained gaseous material resulting from domestic, industrial, commercial, mining, agricultural or governmental operations. Solid Waste does not include Hazardous Waste, Recovered Materials, or post-use polymers.

2.16 **“Special Waste”** shall mean Solid Waste that can require special handling and management, including but not limited to white goods, waste tires, used oil, lead acid batteries, Construction and Demolition Debris, ash residue and yard trash. Special Waste does not include biological waste.

2.17 **“System”** shall mean the County’s overall Solid Waste management and disposal system, including active and closed facilities, and every aspect and component thereof (including, but not limited to: equipment; transfer, recycling, and resource recovery facilities; and Solid Waste disposal sites), whether acquired, constructed, or operated, or to be acquired, constructed

or operated, by the County or its agent, designee, or contractor, in connection with the County Solid Waste Plan.

2.18 **“Yard Waste”** shall mean vegetative matter resulting from landscaping and yard maintenance activities on residential property. Yard Waste does not include land clearing debris (as defined in FDEP Rule 62-701.200(56), Florida Administrative Code).

ARTICLE III

COUNTY UNDERTAKINGS AND CITY DELIVERIES TO THE SYSTEM

3.1 **Commitment to Accept Solid Waste and Limitation on Fees.** In consideration of the City’s agreement to deliver its Municipally Collected Solid Waste to the System, commencing on the Effective Date of this Agreement and continuing for the term of this Agreement, the County agrees to accept, at the Point of Entry into the System, and dispose of the Municipally Collected Solid Waste of the City. The County also shall accept the Recyclable Materials that are delivered by the City or its agents to the Point of Entry into the System. The County shall provide these services to the City for the Per Ton Fees described in Article 4, below.

3.2 **Commitment to Deliver.** In consideration of County’s agreement to maintain capacity in its System to accommodate the City’s Municipally Collected Solid Waste, the City agrees that, commencing on the Effective Date of this Agreement and continuing for the term of this Agreement, the City will deliver, or cause to be delivered, all of its Municipally Collected Solid Waste to the Point of Entry into the System, except for the discretion granted to the City to divert Yard Waste under Section 3.3, and the City shall pay, or cause to be paid, all of the fees required pursuant to this Agreement. Beginning on the Effective Date, the City’s Commitment to Deliver its Municipally Collected Solid Waste shall also include all of the Recyclable Materials that are placed in Recyclable Materials Containers by the City’s residential customers and commercial customers that recycle with the City’s franchisee.

3.3 **Management of Yard Waste.** Beginning on the Effective Date, the City’s Commitment to Deliver its Municipally Collected Solid Waste only applies to 20% of all Yard Waste per Fiscal Year. The City shall have the right, but not the obligation, to divert the remaining 80% of Yard Waste per Fiscal Year to any other location(s) of the City’s choice. The City shall provide, upon request, any reports demonstrating such volume amounts. If at the end of any Fiscal Year, the City has delivered less than 20% of Yard Waste to the County’s System, the City will reimburse the County for any tons delivered less than the 20% required.

3.4 **Management of Recyclable Materials and Non-Conforming Material.** Exhibit “A” identifies the Recyclable Materials that the County will accept and process at its recycling facility. Exhibit “A” and shall be reviewed annually for potential changes. Changes to Exhibit “A” shall not be adopted without the agreement of both Parties. The County shall have the right to reject

any Non-Conforming Material that the City tenders to the County at the recycling facility, subject to the requirements in Exhibit "B." Exhibits "A" and "B" are attached hereto and incorporated herein by reference.

ARTICLE IV

CHARGES AND PAYMENTS

4.1 Payment of Fees by City, City's Franchisee, or City's Permittee. Commencing on the Effective Date of this Agreement and continuing for the term of this Agreement, the County shall deliver invoices to the City on a monthly basis for the fees that the City owes to the County, based on the then current and applicable Per Ton Fee, for all Solid Waste and Recyclable Material delivered to the Point of Entry into the System. The fees indicated as due on the monthly invoice shall be paid by the City within 30 days after receipt of the County's invoice. If the City disputes the accuracy of a given monthly invoice, the City shall notify the County in writing and shall identify the disputed within 15 days of receipt of the County's invoice. Notwithstanding any dispute, the City shall pay the balance (i.e. all undisputed fees) due for each monthly invoice, within 30 days after receipt of the County's invoice.

4.2 Maximum Fees. As of the Effective Date of this Agreement, the County covenants and agrees that the Per Ton Fees for the disposal of the City's Municipally Collected Solid Waste, and the Per Ton Fees for the processing of the City's Recyclable Materials, shall be fixed through September 30, 2035 and shall not be increased above the Per Ton Fees shown in the table below, unless: (a) the County and the City mutually agree to revise the Per Ton Fees to enable them to implement a waste to energy technology; or (b) the increase is otherwise authorized herein.

The Parties agree to the following not to exceed Per Ton Fee schedule:

	Class I Waste (per ton)	Yard Waste (per ton)	Recycling (per ton)	C&D (per ton)
October 1, 2025 through September 30, 2035	\$69	\$59	\$35	\$59

4.3 Adjustments to Per Ton Fees. Beginning on October 1, 2027, the County may adjust the Per Ton Fee if the County also adjusts the Per Ton Fee applicable to the residents of the unincorporated areas of the County. The Per Ton Fee, as adjusted, that is applicable to the City shall be equal to the Per Ton Fee, as adjusted, that is applicable to the residents of the unincorporated County. The County shall provide the City with written notice of its intent to adjust the Per Ton Fee by March 1st of the year preceding the Fiscal Year in which the adjustment

is to take effect so that the City may budget accordingly. The Per Ton Fee shall be equal to 3% or CPI, whichever is lower.

4.4. Changes in Law. If any federal, state or local law or agency action (excluding action by the County or a County agency) in the future shall invalidate, supersede or preempt this Agreement or impose conditions on the System that will increase the County's cost to operate the System, the Per Ton Fees shall be adjusted in the following fiscal year. If such an event occurs, written notice shall be provided by the County to the City, as expeditiously as possible, for proper budgeting and tax roll preparations.

ARTICLE V

ACCOUNTING, WEIGH SCALES, RECORDS & LOCAL OPERATIONS

5.1 Weigh Scales, Records, and Reports. The County has weigh scales and other methods appropriate for determining the quantity of solid waste delivered to the Point of Entry into the System. The County will make and keep records of all such deliveries. These records may be inspected by the City at any reasonable time, and copies of the records shall be provided to the City on a monthly basis, upon request. Each month the County shall provide the City with a summary report that identifies the total amount of Municipally Collected Solid Waste and the total amount of Recyclable Materials delivered to the Point of Entry into the System by or on behalf of the City during the prior month.

5.2 Local Operations. After signing this Agreement, the City shall not construct, enlarge, operate, or contract for the use of any facility for the transfer, processing, treatment, and/or disposal of any Municipally Collected Solid Waste or Recyclable Materials, except as the County may expressly agree to in writing. In addition, the City shall take all such action as may be necessary to ensure that all of its Municipally Collected Solid Waste and Recyclable Materials shall be delivered to the Point of Entry into the System, and the County shall accept all such deliveries of same unless otherwise agreed to in writing.

5.3 Responsibility for Collection Costs. The City, and/or its franchisee(s) and permittee(s), shall be solely responsible for, and shall bear the total cost, expense and other obligations associated with the collection and transportation of Solid Waste and Recyclable Materials to the Point of Entry into the System.

ARTICLE VI

FURTHER ASSURANCES

6.1 Additional Actions. During the term of this Agreement, the Parties shall take all such actions as may be necessary or appropriate to carry out the purposes of this Agreement,

including, without limitation, the enactment of ordinances, legislation, resolutions, and the like. In addition to the foregoing and without limitation thereof, to the extent that any fees to be paid to the County pursuant to this Agreement shall or may be pledged in connection with the financing of any portion of the System, the County and City shall use their best efforts to defend, preserve and protect its pledge of such fees, unless otherwise prohibited by law.

6.2 Previous Agreement. This Agreement shall supersede and replace all prior agreements and understandings between the Parties pertaining to the issues addressed herein, including but not limited to the Amended and Restated Interlocal Agreement (dated February 11, 2019) concerning the disposal of the City's Solid Waste.

ARTICLE VII

MISCELLANEOUS

7.1 Effect of Breach. Each Party recognizes that the other is entitled to bring suit for injunctive relief, mandamus, or specific performance, or to exercise other legal or equitable remedies, to enforce the obligations and covenants of each Party hereto, subject to the Dispute Resolution provisions set forth in Article 8, below.

7.2 Assignability. The County may assign or pledge its right to receive payments under this Agreement in relation to the financing of the System, but no other assignment of this Agreement shall be authorized or permitted by either Party. The County shall provide the City with thirty (30) day notice prior to assigning or pledging its right to receive payments under this Agreement.

7.3 Waiver not to be Construed. No waiver by the County or City of any term or condition of this Agreement shall be deemed or construed as a waiver of any other term or condition, nor shall a waiver of any pledge be deemed to constitute a waiver of any subsequent pledge (whether of the same or of a different section, subsection, paragraph, clause, phrase, word, or other provision of this Agreement) required of it under this Agreement or by law. The failure of either Party to insist in any one or more instances, upon strict performance of any of the terms, covenants, agreements, or conditions in this Agreement shall not be considered to be a waiver or relinquishment of such term, covenant, agreement, or condition, but the same shall continue in full force and effect.

7.4 Amendments. This Agreement, being for the benefit of the Parties, may not be amended without the concurrence of both Parties and any such amendment shall be only by written agreement, duly authorized and executed by each Party. This writing represents the entire agreement between the Parties and any modification or amendment shall be in writing and duly executed by the Parties. All previous oral or written understandings related to the subject matter of this Agreement are subsumed and integrated herein.

7.5 Severability. If any provision, paragraph, sentence, clause, or word of this Agreement shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of such shall not affect the remainder of this Agreement, and this Agreement shall be construed and enforced, consistent with its expressed purpose, as if such invalid and unenforceable provision, paragraph, sentence, clause, or word had not been contained herein.

7.6 Duplicate Originals. This Agreement may be executed in two or more counterparts, any of which shall be regarded for all purposes as duplicate originals.

7.7 Notices. All notices required hereunder to either Party shall be in writing and sent by Certified Mail, Return Receipt Requested to:

As to the County:

St. Lucie County Administrator
2300 Virginia Avenue
Administration Annex
Fort Pierce, FL 34982

With a Copy to:

St. Lucie County Attorney
2300 Virginia Avenue
Administration Annex
Fort Pierce, FL 34982

As to the City:

City Manager
City of Port St. Lucie
121 SW Port St. Lucie Blvd.
Port St. Lucie, FL 34984

With a Copy to:

City Attorney
City of Port St. Lucie
121 SW Port St. Lucie Blvd.
Port St. Lucie, FL 34984

7.8 Force Majeure. A delay or failure of performance by a Party shall not constitute a default hereunder and shall not give rise to any claims for damages, if and to the extent that such delay or failure is primarily caused by an event of Force Majeure, as described in subparagraphs (a) through (j), below, and the event of Force Majeure (1) is beyond that Party's control and (2) materially, substantially and adversely affects that Party's ability to perform its obligations under this Agreement. An event of Force Majeure shall mean: (a) acts of God, including by way of example and not limitation, hurricanes, lightning, earthquake, fire, severe weather conditions, or flood; (b) epidemic or pandemic; (c) acts of terrorism or a public enemy; (d) insurrection or civil disturbance; (e) strike or labor disturbance; (f) condemnation or other taking by any governmental body; (g) change in any applicable law, regulation, rule, ordinance or permit condition, or an administrative, judicial or other authoritative interpretation or enforcement thereof; (h) an order, judgment or other binding determination of a federal or state administrative agency or governmental body (excluding St. Lucie County); (i) the suspension, interruption, denial or failure of renewal or issuance of any permit, license, consent, authorization or approval; and (j) any other event, act or condition that both Parties mutually agree should be deemed to be an event of Force Majeure. However, under no circumstances

shall market fluctuations in the price of Recyclable Materials or Recovered Materials be deemed to be an event of Force Majeure. A Party whose performance is affected by an event of Force Majeure shall give written notice thereof to the other Party as soon as it is reasonably practicable and further shall use its best efforts to immediately remove or overcome the impediment to its performance under this Agreement.

ARTICLE VIII

DISPUTE RESOLUTION

Prior to either Party taking any legal action to enforce or interpret the terms of this Agreement or pursuing other claims arising from or related hereto, the Parties agree to attempt to resolve any such issues in compliance with the Florida Governmental Conflict Resolution Act, Chapter 164, Florida Statutes.

ARTICLE IX

TERM OF AGREEMENT

9.1 Effective Date. The Effective Date of this Agreement shall be October 1, 2025.

9.2 Term. This Agreement shall remain in effect and be binding on the Parties from the Effective Date until September 30, 2035. This Agreement may be amended in writing to address material changes in circumstances affecting the disposal or treatment of Municipally Collected Solid Waste and Recyclable Materials and any provision herein or affected thereby, upon mutual agreement of the Parties.

9.3 Termination for Cause. Subject to the conditions in this Section 9.3, this Agreement may be terminated by a Party if the other Party fails to perform one or more of its material obligations under this Agreement (*i.e.*, a “default”). If the non-defaulting Party wishes to exercise its right to terminate, the non-defaulting Party shall provide written notice to the defaulting Party in compliance with the requirements in Section 7.7, above. The notice shall identify the specific failure to perform and shall specify a reasonable period of time (*i.e.*, “the cure period”) for the defaulting Party to cure the default. The cure period shall commence on the date when the non-defaulting Party provides its written notice to the defaulting Party. The cure period shall be extended, as necessary, as long as the defaulting Party is diligently and continuously using good faith efforts to cure the default. If the defaulting Party fails to cure the default within the initial or extended cure period, the non-defaulting Party may terminate this Agreement on a date it selects. Notwithstanding anything else contained herein: (a) the total cure period shall not be more than thirty (30) days in cases involving a Party’s failure to pay the Per Ton Fee or any other payment obligation; and (b) the total cure period for any other default shall not be less than thirty (30) days or more than one hundred eighty (180) days. All of the

deadlines and requirements in this Section 9.3 may be waived or amended with the consent of both Parties.

9.4 Execution and Filing. This Agreement shall be signed by both Parties and filed with the Clerk of the Circuit Court of St. Lucie County, Florida, on or promptly after the Effective Date, as required by Florida law.

ATTEST:

Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
ST. LUCIE COUNTY, FLORIDA

BY: _____
Chair

APPROVED AS TO FORM
AND CORRECTNESS:

County Attorney

ATTEST:

Clerk

CITY OF PORT ST. LUCIE

BY: _____
Mayor

APPROVED AS TO FORM
AND CORRECTNESS:

City Attorney

EXHIBIT “A”

LIST OF RECYCLABLE MATERIALS

Bottles, Containers, Jars, and Jugs made of Plastic or Glass

Containers made of plastic #1- #7 or glass are Recyclable Materials and they will be accepted at the County’s recycling facility.

Examples include but are not limited to the following: plastic or glass soft drink bottles, water bottles, sports drink bottles, mouthwash bottles, salad dressing bottles, peanut butter jars, milk jugs, shampoo bottles, laundry detergent bottles, and yogurt and margarine tubs.

These bottles, containers, jars and jugs should be empty and rinsed before they are delivered to the recycling facility.

Note: Plastic bags are **not** a Recyclable Material and are **not** acceptable at the County’s recycling facility. No plastic bags of any type will be accepted at the facility.

Aluminum Containers

Beverage and food cans and containers made of aluminum.

Examples include, but are not limited to the following: aluminum beverage containers, food trays (without food residue), sheets, and flexible containers.

These containers should be empty and rinsed.

Steel and Tin Cans

Beverage and food cans made steel or tin.

Examples include but are not limited to the following: empty steel and tin aerosol cans, bi-metal containers, lids composed primarily of whole iron or steel.

Steel and tin cans with paper labels are acceptable.

The steel and tin cans should be empty and rinsed.

Note: Aerosol cans containing household hazardous material are **not** acceptable.

Cardboard Containers

Boxes and containers made of cardboard.

Examples include but are not limited to the following: cardboard moving and shipping boxes, shoe boxes, and similar cardboard containers.

The cardboard boxes should be empty and flattened, after removing packing material and plastic wrap.

Note: Greasy Pizza Boxes are **not** acceptable.

Paper and Paper Products

Paper and paper products are acceptable.

Examples include but are not limited to the following: paper catalogs and magazines, envelopes, mail, newspapers and inserts, office paper, writing paper, postcards, and telephone books.

The paper and paper products must be clean, dry, and flat.

Note: Shredded paper is **not** acceptable.

Paperboard Boxes

Paperboard boxes are acceptable.

Examples include but are not limited to the following: boxes used to contain cereal, crackers, pasta, and snacks.

The boxes should be empty. The boxes should not contain plastic bags or plastic wrap.

Metal Cooking Pots and Pans

Pots, pans, cookie sheets, and similar cooking implements made of metal are acceptable.

EXHIBIT "B"

PROCEDURES FOR HANDLING NON-CONFORMING MATERIAL

1. For the purposes of this Exhibit "B," the following definitions shall be used:
 - (a) "Excessive Amount" means, solely with regard to Loads of material delivered to the Facility pursuant to this Agreement, that twenty-five percent (25%) or more of the Load is comprised of Non-Conforming Material.
 - (b) "Facility" means the recycling facility that is owned and operated by the County at 6120 Glades Cut-Off Road, Ft. Pierce, Florida; and
 - (c) "Load" means the Recyclable Materials and other cargo in a truck or tractor trailer that transports Recyclable Materials to the Facility.
2. When the County decides whether to accept or reject Non-Conforming Material that has been delivered to the County's Facility by the City, the County shall use the same criteria that the County uses when it decides whether to accept or reject Non-Conforming Material delivered to the Facility by any other person. Stated differently, the County shall not discriminate against the City when accepting or rejecting Non-Conforming Material.
3. The County shall have the right to reject any item, material, Load, or partial Load that the City tenders to the County at the Facility if the County believes the item, material, Load, or partial Load is Solid Waste, hazardous waste, biomedical waste, or other type of Non-Conforming Material that the County cannot safely, lawfully, or efficiently process at its Facility.
4. Subject to the conditions in the Agreement and this Exhibit "B," the County also shall have the right to reject any Load of material tendered by the City at the Facility if the County determines that the Load contains an Excessive Amount of Non-Conforming Material. This determination may be based on the volume or weight of the Non-Conforming Material, as the County deems appropriate under the circumstances. When determining whether twenty-five percent (25%) or more of the Load is comprised of Non-Conforming Material, the County may rely on a visual observation and good faith estimate concerning the volume or weight of the Non-Conforming Material. At its option, the County may weigh or measure the Non-Conforming Material in the Load, but the County is not obligated to do so.
5. If the County decides to reject a Load of Recyclable Material that has been delivered to the Facility by the City, the County shall: (a) isolate the Load at the Facility; (b) take several representative photographs of the Load from different perspectives; and (c) send the photographs to the City via electronic mail ("e-mail"), which shall include a statement notifying the City that the County intends to reject the Load depicted in the photographs. For the purposes of this Exhibit "B", the County's e-mail shall be addressed to the manager of the City's Solid Waste program and a copy shall be addressed to

the manager's designee. The County's notice under this Exhibit "B," Section 4, does not need to comply with the notice requirements in Section 7.7 of the Agreement.

6. The City shall promptly respond to the e-mail from the County. More specifically, the City shall reply and state that: (a) the City accepts the County's determination, in which case the County may immediately reject the Load; or (b) the City objects to County's determination, in which case the City shall have the right to physically inspect the Load before the County makes any final determination concerning the disposition of the material. However, the City's right to inspect the Load is subject to the limitations and timeframes in this Section 6. If the County provides notice to the City before 12:00 p.m. (noon) on a weekday, the City must conduct its inspection before 5:00 p.m. on that same weekday. If the County provides notice to the City after 12:00 p.m. (noon) on a weekday, the City must conduct its inspection before 12:00 p.m. (noon) on the next day that the Facility is open for business. If the County provides notice to the City on a Saturday, the City must conduct its inspection before 12:00 p.m. (noon) on the next day that the Facility is open for business. The County may reject the Load if the City fails to respond to the County's e-mail within four (4) hours or fails to inspect the Load within the timeframes described in this Section 5.

7. If the City's Solid Waste manager or designee inspects the Load and disagrees with the County's determination, the representatives of the City and the County shall work together in good faith and thereby attempt to resolve their differences informally. In such cases, the County shall be bound by the requirements contained herein, including but not limited to the twenty-five percent (25%) threshold for Excessive Amounts of Non-Conforming Material, but the County shall retain the exclusive authority to decide whether it will accept or reject the Load at its Facility pursuant to Section 3, above.

8. If the County rejects any Non-Conforming Material delivered by the City, the City shall remove such material from the Facility within 24 hours of accepting the County's determination to reject the load. At its option, the City may dispose of the rejected materials in the County's landfill. The City shall pay the Per Ton Fee for Class I Waste (as described in Article IV (Charges and Payments), Section 4.2. of the Agreement) if the City elects to use the County's landfill for the disposal of any rejected material.

EXHIBIT "C"

PROCEDURES FOR REVENUE SHARING

Segregated Loads of OCC

1. If the City delivers segregated Loads of Old Corrugated Cardboard ("OCC") to County's Facility on or after October 1, 2025, the County and the City shall share the revenues derived from the sale of that OCC, subject to the conditions contained in the Agreement and this Exhibit "C."
2. The weight of the City's OCC shall be determined by weighing the OCC when it arrives at St. Lucie's Facility. If the scales at the County's Facility are not operating and the City did not measure the weight of the OCC, the weight of the OCC shall be estimated by the County, based on the average weight of the City's prior deliveries of segregated Loads of OCC.

Program Materials

3. If the City delivers Program Materials to the County's Facility on or after October 1, 2025, the County and the City shall share the revenues derived from the sale of those Program Materials, subject to the conditions contained in the Agreement and this Exhibit "C." The general provisions in Section 2 above, shall apply when determining the weight of the Program Materials.

Billing Procedures

4. In October of each year, the County shall prepare an audited, public-facing annual report for the prior fiscal year ending September 30. The report shall outline all revenue received and all operating and maintenance expenses incurred from the sale of Program Materials and segregated OCC. A sample report is provided in Exhibit D, however, a different format may be used. If the report shows that revenue exceeded expenses, the County and the City shall share equally (50% / 50%) in the net revenue, based on the tons of Program Materials and segregated OCC delivered by the City during that fiscal year, as described in Section 5, below:.
5. The City's share of net revenue shall be prorated based on the percentage of the total tonnage of Program Materials and segregated OCC delivered by the City in relation to the total tonnage of such materials received by the County from all sources during the applicable fiscal year. The County shall include a summary of these percentage calculations in the annual report. The formula for calculating profit sharing shall be as follows:

City Share = (City Tons ÷ Total Tons) × 50% × Net Revenue.

For example, if, during a given fiscal year, the City delivers 6,000 tons of Program Materials and segregated OCC to the County, and the total combined tonnage from all sources is 10,000 tons, then the City's portion would be 60% of the total tonnage. Because the net revenue from the sale of recyclables is shared equally between the County and the City (*i.e.*, 50/50), the City's share would be calculated as 60% of 50% of the net revenue. For example, if the net revenue for that fiscal year is \$200,000, the City's share would be: $(6,000 \div 10,000) \times 50\% \times \$200,000 = \$60,000$.

6. The County shall provide the City with a summary statement of this report and shall make available any supporting public records upon request. Payment to the City shall be made within thirty (30) days after the completion of the report.

EXHIBIT "D"

REVENUE SHARING ANNUAL AND QUARTERLY REPORTS

Annual Report: Due October 30th

Financial Summary		Manually Updated Cells Key	
Category	Amount (\$)		
Total Revenue from Sale of Materials	\$ 450,000.00	Cells updated Annually	
Total Recycling Tipping Fee Collected	\$ 442,500.00		
Total Operating & Maintenance Expenses	\$ 692,500.00		
Net Revenue (Profit)	\$ 200,000.00	Cells updated as needed when Tip Fee is adjusted	

Tonnage Tip Fee Summary			
Source	Tons Delivered	Tip Fee	Tipping Fees Collected
City of Port St. Lucie	6,000	\$ 35.00	\$ 210,000.00
Unincorporated St. Lucie County	1,000	\$ 35.00	\$ 35,000.00
Scale Tip Fees	500	\$ 45.00	\$ 22,500.00
Out of County Municipalities	2,500	\$ 70.00	\$ 175,000.00
Total Received by County	10,000		\$ 442,500.00

Revenue Distribution - (50/50 - 50% SLC/50% based on tonnage delivered)		
Total Net Revenue to to be split for distribution		\$ 100,000.00
Entity	% of Total Tons	Total Share
City of Port St. Lucie	60%	\$60,000
Unincorporated St. Lucie County	10%	\$10,000
Scale Tip Fees	5%	\$5,000
Out of County Municipalities	25%	\$25,000
Total Split Net Revenue		\$100,000
<i>Note: SLC receives Scale and Unincorporated portions</i>		

This sample report follows the revenue sharing procedure described in the example in Exhibit C.