

INTERLOCAL AGREEMENT

This Agreement, entered into this ___ day of _____ 2018, by and between the Town of Indian River Shores (hereinafter referred to as the TOWN) and Indian River County, Solid Waste Disposal District (hereinafter referred to as the SWDD).

WHEREAS, Florida Statute 403.706(1) gives the governing body of a county the responsibility and power to provide for the operation of solid waste disposal facilities to meet the needs of all incorporated and unincorporated areas of the county; and

WHEREAS, the Town voluntarily joined the SWDD on December 10, 1987 in accordance with County Ordinance No. 87-67 adopted by the Indian River County Board of County Commissioners for the creation of SWDD on December 22, 1987; and

WHEREAS, Florida Statute 403.706(2)(a) establishes a recycling goal of 75% by December 31, 2020, along with interim goals of 40% by December 31, 2012; 50% by December 31, 2014; 60% by December 31, 2016; and 70% by December 31, 2018; and encourages counties and municipalities to form cooperative arrangements for implementing recycling programs; and

WHEREAS, SWDD, a dependent special district, was created for the purpose of providing an efficient and acceptable means for the disposal of solid waste generated by the residents of Indian River County; and

WHEREAS, the intent and requirement of the SWDD is that all solid waste generated by assessable property within the district, or disposed of in the district, be disposed of through the SWDD, and that all assessable property within the SWDD be charged an annual special assessment (the "disposal charge") to help pay for the disposal costs; and

WHEREAS, the before-mentioned requirements will promote the health, safety, and welfare of the citizens of the district by providing environmentally sound ways of disposing of solid waste, by reducing illegal dumping, and by paying for the service through the fairest reasonable method; and

WHEREAS, the SWDD has developed and implemented programs to return valuable materials to productive use, to conserve energy and natural resources, and to protect capacity at solid waste management facilities; and

WHEREAS, the SWDD implemented a recycling collection program for single family units in fiscal year 1991-92; and

WHEREAS, the SWDD expanded the recycling collection program in fiscal year 1993-94 to include all residential units, single family and multi-family; and

WHEREAS, the Town, through previous interlocal agreements, (January 23, 1992, and September 28, 1993) authorized the SWDD to provide the recycling collection program within the Town; and

WHEREAS, the SWDD entered into a service contract for the collection of recyclables from all residential units in Indian River County to commence on October 1, 2015 for the base

term of seven (7) years expiring on September 30, 2022 with the option for renewal of three (3) years, if approved, expiring on September 30, 2025; and

WHEREAS, the SWDD currently provides Customer Convenience Centers (CCC's) for residents to drop off solid waste, recyclables, and yard waste as an alternative to curbside collection, as well as "sharps" disposal, electronics recycling, and household hazardous waste disposal; and

WHEREAS, the SWDD currently provides education and outreach to all residents regarding solid waste and recycling programs offered to Indian River County residents; and

WHEREAS, from time to time grants may become available for the operation of solid waste management, recycling, and education programs for which SWDD may apply; and

WHEREAS, the SWDD has invested in disposal and recycling facilities capable of receiving materials from the TOWN and is committed to continuing to develop programs and infrastructure to assist Indian River County in reaching the 75% recycling goal; and

WHEREAS, the TOWN has entered into a contract with the TOWN's own independent and exclusive solid waste and recycling franchise collector for service within the Town limits; and

NOW THEREFORE, the SWDD and the TOWN hereto mutually agree as follows:

1. The above recitals are true and correct and are incorporated herein.
2. This Agreement shall be effective from the date it is filed with the Clerk of the Circuit Court of Indian River County and shall remain in effect for twenty (20) years, unless modified by subsequent agreement.
3. The TOWN shall, in its contractual agreements with TOWN's franchised collector, include recycling services consistent with that provided by SWDD for all residential units, public buildings, public parks and public beach access points located within the TOWN and encourage single stream recycling for all commercial businesses located within the TOWN.
4. The TOWN shall ensure that SWDD's residential recycling service standards are upheld by the TOWN's franchised collector and diligently seek resolution for any performance issues that may arise within the TOWN. At minimum, the TOWN's franchised collector shall deliver, utilize, maintain and repair/replace the single stream carts provided by SWDD at the inception of the recycling service.
5. The SWDD shall establish a baseline number of single family units and multi-family units within the Town based on information from the Indian River County Geographical Information System (GIS). The SWDD shall adjust these unit counts up or down based on monthly certificate of occupancy or certificate of demolition provided by the TOWN.
6. So long as the TOWN uses their own independent and exclusive franchise recycling collector, the SWDD shall, on a monthly basis, provide the TOWN a transfer of funds for residential recycling based on the GIS units stated above. The TOWN shall only use these funds to compensate their franchised collector for base recycling services. Proof of payment to TOWN's franchised collector shall be provided to SWDD within 30 days of payment to the

TOWN's franchised collector. If the TOWN should elect to have recycling collection services above and beyond this compensation, the TOWN'S franchised collector shall collect the fees for those additional services at the direction of the TOWN.

7. The SWDD and the TOWN shall enter into a Memorandum of Understanding (MOU) to detail the specific parameters related to carts, baseline and on-going single family and multi-family unit counts as well as the associated rates, which shall be in effect while the TOWN has its own independent and exclusive franchise recycling collector.
8. At the termination of the current contractual agreements for recycling collection of the SWDD and the TOWN, the SWDD shall, in its contractual agreements with franchised collectors, include recycling collection services for all single family and multi - family and units located within the TOWN.
9. The SWDD shall operate facilities capable of managing municipal solid waste generated within the TOWN.
10. The TOWN is responsible for directing all solid waste and residential single stream recyclables collected within its municipal boundary to be delivered to the SWDD facility, or other facility as designated by the SWDD.
11. The TOWN shall reasonably cooperate with the SWDD in providing information necessary to prepare the SWDD's annual report to the Florida Department of Environmental Protection on recycling activities as required by Section 403.706(7) Florida Statutes.
12. Should grants become available for the operation of solid waste management, recycling, and education programs, the TOWN shall allow the SWDD to include the TOWN in its application.
13. The SWDD shall utilize any grant funds received, through the participation of the TOWN in a joint application, for the development, implementation, and operation of county-wide programs.
14. Any notice that may be extended by one party to the other pursuant to or as a result of this Agreement shall be extended by regular, first class, United States mail, postage prepaid or by hand delivery as follows:

To the TOWN: Town Manager
 6001 North A1A
 Indian River Shores, FL 32963

To the SWDD: County Administrator
 Solid Waste Disposal District
 1801 27th Street
 Vero Beach, FL 32960

Either party to this Agreement may unilaterally redesignate the address of or person to whom notice is to be directed by giving notice to all other parties hereto.

15. This Agreement supersedes and replaces all previous interlocal agreements between TOWN and SWDD.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers the day and year first above written.

Attest:

Jeffrey R. Smith, Clerk of Court and
Comptroller

**Solid Waste Disposal District
Indian River County, Florida**

By:

By:

Deputy Clerk

Peter D. O'Bryan, Chairman

Date Approved by SWDD: _____

Approved By:

**Approved as to Form and Legal
Sufficiency By:**

Jason E. Brown, County Administrator

Dylan Reingold, County Attorney

Attest:

Laura Aldrich, Town Clerk

Town of Indian River Shores

By:

By:

Laura Aldrich

Thomas F. Slater

Town Clerk

Thomas F. Slater, Mayor

Date Approved:

Approved By:

**Approved as to Form and Legal
Sufficiency By:**

Robert H. Stabe, Jr.

Chester Clem

Robert H. Stabe, Jr., Town Manager

Chester Clem, Town Attorney