

INTERLOCAL AGREEMENT

This Agreement, entered into this ___ day of _____ 2023, 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, 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 TOWN currently has an agreement with the TOWN's own independent and exclusive solid waste and recycling franchise collector for service within the municipal limits of the TOWN; and

WHEREAS, it is the goal of the TOWN to participate with SWDD in the next procurement process for solid waste and recycling hauling services, herein after "Franchise Agreement"; and

WHEREAS, it is the intent of the TOWN and SWDD to terminate the provisions of the current Interlocal Agreement, dated August 14, 2018 and the current Memorandum of Understanding, dated August 14, 2018, upon commencement of the next SWDD Franchise Agreement; and

WHEREAS, it is the intent of the TOWN to be bound by the procurement decision of SWDD so that SWDD's franchise hauler would provide both the recycling and solid waste collection to the TOWN, in the same manner as is provided in the unincorporated areas of Indian River County; and

WHEREAS, the TOWN understands that if SWDD collects payment for solid waste services through an assessment on the tax bill, the TOWN would separately contract with the Tax Collector and Property Appraiser for the collection of such assessments applied within the municipal limits of the TOWN,

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, until modified by a written subsequent agreement.

3. The Interlocal Agreement, dated August 14, 2018 and the Memorandum of Understanding, dated August 14, 2018, shall automatically terminate upon commencement of the next SWDD Franchise Agreement.
4. The TOWN shall be bound by the procurement decision of SWDD for the award of the next Franchise Agreement, so that SWDD's franchise hauler would provide both the recycling and solid waste collection within the municipal limits of the TOWN in the same manner as is provided in the unincorporated areas of Indian River County.
5. As the TOWN will be bound by the SWDD award, as set forth in section 4 above, the TOWN shall be entitled to, but not required to have one representative, who is a staff member of the TOWN, as part of the selection committee designated by the County Administrator, that reviews the proposals submitted as part of the procurement process for determining the next solid waste and recycling hauler.
6. If SWDD determines that the payments for the solid waste and recycling hauling services in the unincorporated areas will be collected on the tax bill, the TOWN will be responsible for separately contracting with the Tax Collector and Property Appraiser for the collection of such assessments applied within the municipal limits of the TOWN.
7. SWDD will be solely responsible for the enforcement and administration of the next Franchise Agreement in the unincorporated areas of Indian River County and within the municipal limits of the TOWN and recycling hauling in all of Indian River County. This includes, but is not limited to, compliance with the Franchise Agreement, issuance of any administrative charges or liquidated damages are imposed on such hauler and monitoring of compliance with contractual terms.
8. The initial term of the Franchise Agreement shall be 5 years with the right to renew the Franchise Agreement, at the sole option of SWDD, for an additional 3 years and a final right to renew, upon mutual consent of both SWDD and the selected Franchisee, for a final 2 year term. The SWDD, in its sole discretion, shall decide whether to renew the Franchise Agreement. The TOWN agrees to be bound by this decision.
9. In the event that the TOWN wishes to terminate its participation in this Interlocal Agreement and the Franchise Agreement, the TOWN shall abide by the termination provisions set forth in the Franchise Agreement. If the TOWN chooses any other method of termination of this Interlocal Agreement or the Franchise Agreement, the TOWN agrees to indemnify and defend protect and hold harmless SWDD in any resulting litigation that arises from the termination, including but not limited to attorney's fees, costs, penalties and any and all types of damages.
10. 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.

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:
Ryan L. Butler, Clerk of Court and
Comptroller

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

By:

By:

Deputy Clerk

Joseph H. Earman, Chairman

Date Approved by SWDD: _____

Approved By:

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

John A. Titkanich, Jr., County Administrator

William K. DeBaal, County Attorney

Attest:
Janice Rutan, Town Clerk

Town of Indian River Shores

By:

By:

Town Clerk

Brian Foley, Mayor

Date Approved:

Approved By:

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

James Harpring, JD, Town Manager

Peter J. Sweeney, Jr., Town Attorney