

15.000
INTERLOCAL AGREEMENT

RECORD VERIFIED
JEFFREY K. BARTON
CLERK CIRCUIT COURT
INDIAN RIVER CO. FLA.

This Agreement, entered into this 24 day of May, 1994, by and between the City of Vero Beach hereinafter referred to as the CITY) and Indian River County, Solid Waste Disposal District (hereinafter referred to as the SWDD).

WHEREAS, the Statewide goal of the Solid Waste Management Act of 1988 (hereinafter referred to as the "Act") is to reduce the amount of municipal solid waste being disposed of at solid waste management facilities by at least 30 percent by 1994; and

WHEREAS, in an effort to reach this goal the Act required counties to develop and implement recycling programs within their jurisdictions, 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 Act required that said recycling programs be initiated by July 1, 1989; and

WHEREAS, in an effort to accomplish the recycling goals of the Act, the SWDD in fiscal year 1991-92 implemented a curbside recycling collection program for single family residences; and

WHEREAS, the CITY, through interlocal agreement, (June 23, 1992) authorized the SWDD to provide the recycling collection program within the CITY; and

WHEREAS, the SWDD, in fiscal year 1993-94, implemented curbside recycling collection for multi-family units, to include mobile home parks, and all residential units; and

WHEREAS, the CITY, having only a partial recycling program of its own for multifamily units through Harris Sanitation, Inc., wishes to participate in both the SWDD's multi-family and single family recycling collection program; and

WHEREAS, the Act created the Solid Waste Management Trust Fund to provide grants to assist qualifying counties and municipalities in the operation of solid waste management recycling and education programs; and

WHEREAS, municipalities with populations of less than 50,000 may not apply individually for grants, but may apply jointly with the SWDD for incentive grant funds; and

WHEREAS, no local government match is required for these grants if the municipalities representing seventy-five percent (75%) of the incorporated population of the County apply jointly with the SWDD, to the Florida Department of Environmental Protection (FDEP), for these grants; and

WHEREAS, in order to apply jointly for these grants the SWDD and the municipalities must enter into interlocal agreements that determine how the grant funds, if awarded, shall be used; and

WHEREAS, grant applications submitted to the FDEP must include copies of the interlocal agreements between the SWDD and participating municipalities; and

WHEREAS, the participation and cooperation of the CITY and the SWDD is essential to the successful award of a State grant and the development and implementation of a successful recycling and education program in Indian River County; and

return to - COUNTY ATTORNEY'S OFFICE
INDIAN RIVER COUNTY
1840 25th Street
Vero Beach, Florida 32960

WHEREAS, it is the desire of the City of Vero Beach to apply jointly with the SWDD to FDEP for available recycling and education grants,

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

1. 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 subsequent agreement. This Agreement may be terminated in writing by either party prior to the beginning of each fiscal year (October 1 of each year) with ninety (90) days written notice.
2. The SWDD shall budget for and implement by October 1, 1994, recycling collection services for all mobile home parks and multi-family and single family units located within the CITY as it presently provides in the remainder of the County.
3. The CITY desires and the SWDD shall allow Harris Sanitation, Inc. to provide the recycling collection services exclusively within the CITY.
4. The CITY agrees to reasonably cooperate with the SWDD in the implementation and operation of the service.
5. If the CITY should elect to have recycling collection services above and beyond that provided by the SWDD, the CITY shall enter into agreement with the SWDD's contracted collector for those additional services at the CITY's expense.
6. All recyclables collected from within the CITY and all revenues resulting from the sale of those recyclables shall be the property of the SWDD.
7. The CITY shall reasonably cooperate with the SWDD in providing information necessary to (a) complete the grant applications in accordance with the requirements of FDEP; (b) develop a recycling program to be implemented within the COUNTY and CITY; and (c) prepare the SWDD's annual report to FDEP on recycling activities as required by Section 403.706(7) Florida Statutes.
8. The SWDD shall submit grant applications to FDEP during the period covered by this Agreement and by the application deadlines to be established by FDEP.
9. All grant funds provided to the SWDD, including those incentive grant funds provided to the SWDD through the participation of the CITY in a joint application for grant funds, shall be utilized by the SWDD for the development, implementation, and operation of a County-wide recycling and education program.
10. The solid waste recycling and education grants provided by FDEP may be used for the following purposes:
 - a. Capital costs, if justified to and approved by FDEP;
 - b. Establishing recycling capability at the County Land-fill, the existing Solid Waste Collection Centers and other satellite sites;
 - c. Provision of recycling collection service;
 - d. Design and construction of recycling and composting facilities;

- e. Shredding of organic materials for composting and or reuse as mulch;
 - f. Promotion of recycling, volume reduction, and proper disposal;
 - g. Market development for recyclable materials; and
 - h. Other uses provided for under the grants program and authorized by the FDEP.
11. The recycling program shall also include a public education program to promote recycling, participation in the established recycling programs, volume reduction, and proper disposal of waste.
 12. The SWDD shall provide matching funds through the Solid Waste Disposal District where required under the grant program.
 13. 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 CITY:

City Manager
 City of Vero Beach
 1053 20th Place
 Vero Beach, FL 32960
 Phone: 407-567-5151

To the SWDD:

Ronald R. Brooks
 Solid Waste Disposal District
 1840 25th Street
 Vero Beach, FL 32960
 Phone: 407-567-8000 Ext. 294

Any 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.

14. This interlocal agreement supercedes and replaces the previous interlocal agreement with the SWDD dated June 23, 1992.

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

Phyllis A. Yubergue
 City Clerk

DATE: 4/20/94

CITY OF VERO BEACH

BY: Caroline Ginn
 Caroline Ginn, Mayor

ATTEST

Jeffrey K. Barton
 Clerk

BOARD OF COMMISSIONERS
 SOLID WASTE DISPOSAL DISTRICT

BY: John W. TIPPIN
 John W. TIPPIN, Chairman

RRB/dc
 VBINTLO/S2A7
 STATE OF FLORIDA
 INDIAN RIVER COUNTY

THIS IS TO CERTIFY THAT THIS IS
 A TRUE AND CORRECT COPY OF
 THE ORIGINAL ON FILE IN THIS
 OFFICE

JEFFREY K. BARTON, CLERK
Patricia B. [Signature] D.C.

Indian River Co	Approved	Date
Admin.	<u>[Signature]</u>	5/17/94
Legal	<u>[Signature]</u>	5-16
Budget	<u>[Signature]</u>	5-15-94
Utilities	<u>[Signature]</u>	5-11-94
Rick Mgr.		

INTERLOCAL AGREEMENT

This Agreement, entered into this 29 day of August 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:


Deputy Clerk

By:


Joseph H. Earman, Chairman



Date Approved by SWDD: August 29, 2023

Approved By:


John A. Titkanich, Jr., County Administrator

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

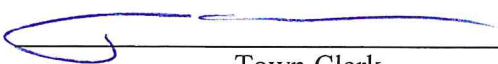

William K. DeBraal, County Attorney

Attest:

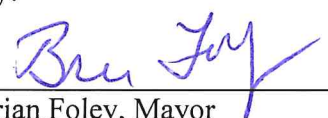
Janice Rutan, Town Clerk

Town of Indian River Shores

By:

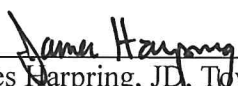

Town Clerk

By:

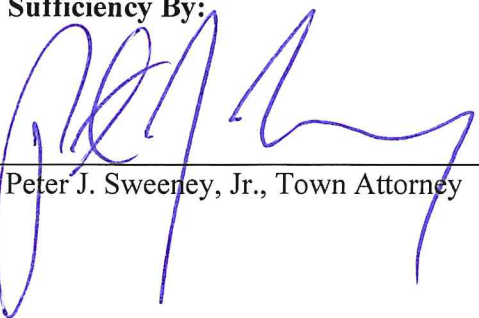

Brian Foley, Mayor

Date Approved:

Approved By:


James Harpring, JD, Town Manager

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


Peter J. Sweeney, Jr., Town Attorney

RESOLUTION NO. R-87-24

A RESOLUTION OF THE CITY OF SEBASTIAN, FLORIDA, VOLUNTARILY JOINING AND APPROVING THE INDIAN RIVER COUNTY DEPENDENT SPECIAL DISTRICT FOR SOLID WASTE DISPOSAL.

WHEREAS, the Board of County Commissioners of Indian River County has under consideration the establishment of a Dependent Special District for Solid Waste Disposal, and

WHEREAS, said Special District may include municipalities within Indian River County who voluntarily join the District, and

WHEREAS, the City Council has determined that it would be in the public interest to join such a District.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SEBASTIAN, FLORIDA, THAT:

The City of Sebastian hereby voluntarily joins the Dependent Special District for Solid Waste Disposal for Indian River County when, and if, established in substantial accordance with the attached proposed County Ordinance.

* * * * *

THIS RESOLUTION was moved for adoption by Councilman Metcalf, seconded by Councilman Vallone, and adopted on the 16th day of December, 1987, by the following vote:

Mayor Harris	<u>Yes</u>
Vice Mayor Roth	<u>(excused absent)</u>
Councilman Vallone	<u>Yes</u>
Councilman McCarthy	<u>YES</u>
Councilman Metcalf	<u>Yes</u>

ATTEST:

CITY OF SEBASTIAN, FLORIDA

Kathryn M. O'Halloran
Kathryn M. O'Halloran

G. Gene Harris
G. Gene Harris, Mayor

Approved as to form and legal sufficiency:

Thomas E. [Signature]
City Attorney

INTERLOCAL AGREEMENT

This Agreement, entered into this 28 day of SEPT., 1993, by and between the City of Sebastian (hereinafter referred to as the CITY) and Indian River County, Solid Waste Disposal District (hereinafter referred to as the SWDD).

WHEREAS, the Statewide goal of the Solid Waste Management Act of 1988 (hereinafter referred to as the "Act") is to reduce the amount of municipal solid waste being disposed of at solid waste management facilities by at least 30 percent by 1994; and

WHEREAS, in an effort to reach this goal the Act required counties to develop and implement recycling programs within their jurisdictions 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 Act required that said recycling programs be initiated by July 1, 1989; and

WHEREAS, in an effort to accomplish the recycling goals of the Act, the SWDD in fiscal year 1991-92 implemented a curbside recycling collection program for single family residences; and

WHEREAS, the City, through interlocal agreement, (January 8, 1992) authorized the SWDD to provide the recycling collection program within the City; and

WHEREAS, the SWDD, in fiscal year 1993-94, intends to implement curbside recycling collection for multi-family units, to include mobile home parks, and all residential units; and

WHEREAS, the City, not having a recycling program, wishes to participate in both the SWDD's multi-family and single family recycling collection program; and

WHEREAS, the Act created the Solid Waste Management Trust Fund to provide grants to assist qualifying counties and municipalities in the operation of solid waste management recycling and education programs; and

WHEREAS, municipalities with populations of less than 50,000 may not apply individually for grants, but may apply jointly with the SWDD for incentive grant funds; and

WHEREAS, no local government match is required for these grants if the municipalities representing seventy-five percent (75%) of the incorporated population of the County apply jointly with the SWDD, to the Florida Department of Environmental Protection (FDEP), for these grants; and

WHEREAS, in order to apply jointly for these grants the SWDD and the municipalities must enter into interlocal agreements that determine how the grant funds, if awarded, shall be used; and

WHEREAS, grant applications submitted to the FDEP must include copies of the interlocal agreements between the SWDD and participating municipalities; and

WHEREAS, the participation and cooperation of the CITY and the SWDD is essential to the successful award of a State grant and the development and implementation of a successful recycling and education program in Indian River County; and

COUNTY ATTORNEY'S OFFICE
INDIAN RIVER COUNTY
1840 25th Street
Vero Beach, Florida 32960

FILED IN 1993-94
INDIAN RIVER COUNTY
CLERK OF COUNTY COMMISSIONERS

WHEREAS, it is the desire of the City of Sebastian to apply jointly with the SWDD to FDEP for available recycling and education grants,

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

1. 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 subsequent agreement. This Agreement may be terminated in writing by either party prior to the beginning of each fiscal year (October 1 of each year) with ninety (90) days written notice.
2. The SWDD shall, in its contractual agreements with franchised collectors, include recycling collection services for all mobile home parks and multi-family and single family units located within the City.
3. The CITY agrees to the service to be provided by the SWDD and shall reasonably cooperate with the SWDD in the implementation and operation of the service.
4. If the CITY should elect to have recycling collection services above and beyond that provided by the SWDD, the CITY shall enter into agreement with the SWDD's contracted collector for those additional services at the CITY's expense.
5. The CITY shall reasonably cooperate with the SWDD in providing information necessary to (a) complete the grant applications in accordance with the requirements of FDEP; (b) develop a recycling program to be implemented within the COUNTY and CITY; and (c) prepare the SWDD's annual report to FDEP on recycling activities as required by Section 403.706(7) Florida Statutes.
6. The SWDD shall submit grant applications to FDEP during the period covered by this Agreement and by the application deadlines to be established by FDEP.
7. All grant funds provided to the SWDD, including those incentive grant funds provided to the SWDD through the participation of the CITY in a joint application for grant funds, shall be utilized by the SWDD for the development, implementation, and operation of a County-wide recycling and education program.
8. The solid waste recycling and education grants provided by FDEP may be used for the following purposes:
 - a. Capital costs, if justified to and approved by FDEP;
 - b. Establishing recycling capability at the County Land-fill, the existing Solid Waste Collection Centers and other satellite sites;
 - c. Provision of recycling collection service;
 - d. Design and construction of recycling and composting facilities;
 - e. Shredding of organic materials for composting and or reuse as mulch;
 - f. Promotion of recycling, volume reduction, and proper disposal;
 - g. Market development for recyclable materials; and

- 9. Other uses provided for under the grants program and authorized by the FDEP.
- 10. The recycling program shall also include a public education program to promote recycling, participation in the established recycling programs, volume reduction, and proper disposal of waste.
- 11. The SWDD shall provide matching funds through the Solid Waste Disposal District where required under the grant program.
- 12. 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 CITY:

City Manager
 City of Sebastian
 1225 Main Street
 Sebastian, FL 32958
 Phone: 407-589-5330

To the SWDD:

Ronald R. Brooks
 Solid Waste Disposal District
 1840 25th Street
 Vero Beach, FL 32960
 Phone: 407-567-8000 Ext. 294

Any 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.

- 12. This interlocal agreement supercedes and replaces the previous interlocal agreement with the SWDD dated January 8, 1992.

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

Sally A. Maio
 City Clerk

DATE: 9/8/93

CITY OF SEBASTIAN

BY: [Signature]
 LUMIERE Mayor

ATTEST

[Signature]
 LK BARTON Clerk

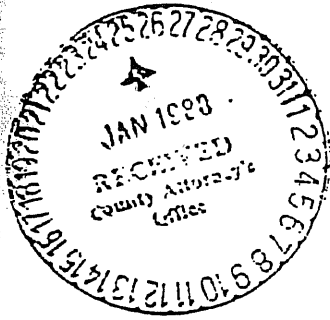
APPROVED AS TO FORM AND CONTENT:

RRB/dc
 SEBINTLO/S2A Charles Ian Nash, City Attorney

BOARD OF COMMISSIONERS
 SOLID WASTE DISPOSAL DISTRICT

BY: [Signature]
 Richard A. [Name] Chairman

Admin Asst (C)		
Admin	130	9/21/93
Legal	130	9.17
Budget	130	9.17
Utilities	130	9.17.93
Rich Mgr		



RESOLUTION 88-A

A RESOLUTION OF THE CITY OF FELLSMERE, INDIAN RIVER COUNTY, FLORIDA, CONFIRMING, RATIFYING AND ADOPTING THE ACTION OF THE CITY COUNCIL TAKEN ON DECEMBER 10, 1987, AT A REGULAR COUNCIL MEETING WHEREIN THE CITY COUNCIL VOTED TO BE INCLUDED AND BECOME A PART OF THE SOLID WASTE DISPOSAL DISTRICT CREATED BY INDIAN RIVER COUNTY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Fellsmere, Indian River County, Florida is desirous in becoming a part of the Solid Waste Disposal District Created by Indian River County.

IT IS HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF FELLSMERE, INDIAN RIVER COUNTY, FLORIDA, as follows:

SECTION 1. That the vote of the City Council of the City of Fellsmere, Indian River County, Florida, taken at a regularly scheduled council meeting held on December 10, 1987, which vote unanimously determined that the City of Fellsmere voluntarily joined and became a part of the Solid Waste Disposal District created by Indian River County, is hereby confirmed, ratified and adopted.

This Resolution was duly passed and adopted at Meeting Number 1 of the City Council of the City of Fellsmere, Indian River County, Florida, on the 14th day of January, 1988.

Marion A. Turner
MARION A. TURNER, MAYOR

ATTEST:

Jeanette E. Dale
JEANETTE E. DALE, CITY CLERK

INTERLOCAL AGREEMENT

COUNTY ATTORNEY'S OFFICE
INDIAN RIVER COUNTY
1000 7th Street
Vero Beach, Florida 32980

This Agreement, entered into this 27 day of SEPT, 1993, by and between the City of Fellsmere (hereinafter referred to as the CITY) and Indian River County, SWDD).

WHEREAS, the Statewide goal of the Solid Waste Management Act of 1988 (hereinafter referred to as the "Act") is to reduce the amount of municipal solid waste being disposed of at solid waste management facilities by at least 30 percent by 1994; and

WHEREAS, in an effort to reach this goal the Act required counties to develop and implement recycling programs within their jurisdictions 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 Act required that said recycling programs be initiated by July 1, 1989; and

WHEREAS, in an effort to accomplish the recycling goals of the Act, the SWDD in fiscal year 1991-92 implemented a curbside recycling collection program for single family residences; and

WHEREAS, the City, through interlocal agreement, (February 11, 1992) authorized the SWDD to provide the recycling collection program within the City; and

WHEREAS, the SWDD, in fiscal year 1993-94, intends to implement curbside recycling collection for multi-family units, to include mobile home parks, and all residential units; and

WHEREAS, the City, not having a recycling program, wishes to participate in both the SWDD's multi-family and single family recycling collection program; and

WHEREAS, the Act created the Solid Waste Management Trust Fund to provide grants to assist qualifying counties and municipalities in the operation of solid waste management recycling and education programs; and

WHEREAS, municipalities with populations of less than 50,000 may not apply individually for grants, but may apply jointly with the SWDD for incentive grant funds; and

WHEREAS, no local government match is required for these grants if the municipalities representing seventy-five percent (75%) of the incorporated population of the County apply jointly with the SWDD, to the Florida Department of Environmental Protection (FDEP), for these grants; and

WHEREAS, in order to apply jointly for these grants the SWDD and the municipalities must enter into interlocal agreements that determine how the grant funds, if awarded, shall be used; and

WHEREAS, grant applications submitted to the FDEP must include copies of the interlocal agreements between the SWDD and participating municipalities; and

WHEREAS, the participation and cooperation of the CITY and the SWDD is essential to the successful award of a State grant and the development and implementation of a successful recycling and education program in Indian River County; and

WHEREAS, it is the desire of the City of Fellsmere to apply jointly with the SWDD to FDEP for available recycling and education grants.

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

1. 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 subsequent agreement. This Agreement may be terminated in writing by either party prior to the beginning of each fiscal year (October 1 of each year) with ninety (90) days written notice.
2. The SWDD shall, in its contractual agreements with franchised collectors, include recycling collection services for all mobile home parks and multi-family and single family units located within the City.
3. The CITY agrees to the service to be provided by the SWDD and shall reasonably cooperate with the SWDD in the implementation and operation of the service.
4. If the CITY should elect to have recycling collection services above and beyond that provided by the SWDD, the CITY shall enter into agreement with the SWDD's contracted collector for those additional services at the CITY's expense.
5. The CITY shall reasonably cooperate with the SWDD in providing information necessary to (a) complete the grant applications in accordance with the requirements of FDEP; (b) develop a recycling program to be implemented within the COUNTY and CITY; and (c) prepare the SWDD's annual report to FDEP on recycling activities as required by Section 403.706(7) Florida Statutes.
6. The SWDD shall submit grant applications to FDEP during the period covered by this Agreement and by the application deadlines to be established by FDEP.
7. All grant funds provided to the SWDD, including those incentive grant funds provided to the SWDD through the participation of the CITY in a joint application for grant funds, shall be utilized by the SWDD for the development, implementation, and operation of a County-wide recycling and education program.
8. The solid waste recycling and education grants provided by FDEP may be used for the following purposes:
 - a. Capital costs, if justified to and approved by FDEP;
 - b. Establishing recycling capability at the County Land-fill, the existing Solid Waste Collection Centers and other satellite sites;
 - c. Provision of recycling collection service;
 - d. Design and construction of recycling and composting facilities;
 - e. Shredding of organic materials for composting and or reuse as mulch;
 - f. Promotion of recycling, volume reduction, and proper disposal;
 - g. Market development for recyclable materials; and

- h. Other uses provided for under the grants program and authorized by the FDEP.
9. The recycling program shall also include a public education program to promote recycling, participation in the established recycling programs, volume reduction, and proper disposal of waste.
10. The SWDD shall provide matching funds through the Solid Waste Disposal District where required under the grant program.
11. 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 CITY: Renee Herrea, Mayor
 City of Fellsmere
 P.O. Box 18
 Fellsmere, FL 32948
 Phone: 407-571-0116

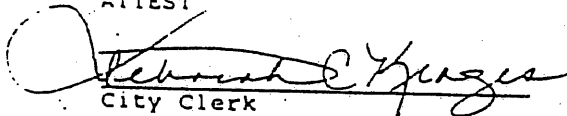
To the SWDD: Ronald R. Brooks
 Solid Waste Disposal District
 1840 25th Street
 Vero Beach, FL 32960
 Phone: 407-567-8000 Ext. 294

Any 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.

12. This interlocal agreement supercedes and replaces the previous interlocal agreement with the SWDD dated February 11, 1992.

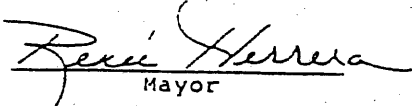
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers the day and year first above written.

ATTEST

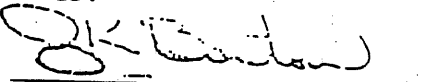

 City Clerk

DATE: 9-13-93

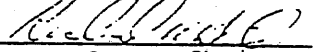
CITY OF FELLSMERE

BY: 
 Mayor

ATTEST


 J.K. BARTON Clerk
 B1. Felisera B. Hill Co.

BOARD OF COMMISSIONERS
 SOLID WASTE DISPOSAL DISTRICT

BY: 
 Richard N. Bird, Chairman

RRB/dc
 FELINTLO/S2A

Insan Paper Co.	Amount	Date
Admin	251	1/22/93
Legal	200	3/17
Budget	111	1/1/93
Utilities	11	9-16-93
Rich Mgr		

INTERLOCAL AGREEMENT

This Agreement, entered into this 28 day of SEPT., 1993, by and between the Town of Orchid (hereinafter referred to as the TOWN) and Indian River County, Solid Waste Disposal District (hereinafter referred to as the SWDD).

WHEREAS, the Statewide goal of the Solid Waste Management Act of 1988 (hereinafter referred to as the "Act") is to reduce the amount of municipal solid waste being disposed of at solid waste management facilities by at least 30 percent by 1994; and

WHEREAS, in an effort to reach this goal the Act required counties to develop and implement recycling programs within their jurisdictions 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 Act required that said recycling programs be initiated by July 1, 1989; and

WHEREAS, in an effort to accomplish the recycling goals of the Act, the SWDD in fiscal year 1991-92 implemented a curbside recycling collection program for single family residences; and

WHEREAS, the Town, through interlocal agreement, (January 14, 1992) authorized the SWDD to provide the recycling collection program within the Town; and

WHEREAS, the SWDD, in fiscal year 1993-94, intends to implement curbside recycling collection for multi-family units, to include mobile home parks, and all residential units; and

WHEREAS, the Town, not having a recycling program, wishes to participate in both the SWDD's multi-family and single family recycling collection program; and

WHEREAS, the Act created the Solid Waste Management Trust Fund to provide grants to assist qualifying counties and municipalities in the operation of solid waste management recycling and education programs; and

WHEREAS, municipalities with populations of less than 50,000 may not apply individually for grants, but may apply jointly with the SWDD for incentive grant funds; and

WHEREAS, no local government match is required for these grants if the municipalities representing seventy-five percent (75%) of the incorporated population of the County apply jointly with the SWDD, to the Florida Department of Environmental Protection (FDEP), for these grants; and

WHEREAS, in order to apply jointly for these grants the SWDD and the municipalities must enter into interlocal agreements that determine how the grant funds, if awarded, shall be used; and

WHEREAS, grant applications submitted to the FDEP must include copies of the interlocal agreements between the SWDD and participating municipalities; and

WHEREAS, the participation and cooperation of the TOWN and the SWDD is essential to the successful award of a State grant and the development and implementation of a successful recycling and education program in Indian River County; and

WHEREAS, it is the desire of the Town of Orchid to apply jointly with the SWDD to FDEP for available recycling and education grants.

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

1. 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 subsequent agreement. This Agreement may be terminated in writing by either party prior to the beginning of each fiscal year (October 1 of each year) with ninety (90) days written notice.
2. The SWDD shall, in its contractual agreements with franchised collectors, include recycling collection services for all mobile home parks and multi-family and single family units located within the Town.
3. The TOWN agrees to the service to be provided by the SWDD and shall reasonably cooperate with the SWDD in the implementation and operation of the service.
4. If the TOWN should elect to have recycling collection services above and beyond that provided by the SWDD, the TOWN shall enter into agreement with the SWDD's contracted collector for those additional services at the TOWN's expense.
5. The TOWN shall reasonably cooperate with the SWDD in providing information necessary to (a) complete the grant applications in accordance with the requirements of FDEP; (b) develop a recycling program to be implemented within the COUNTY and TOWN; and (c) prepare the SWDD's annual report to FDEP on recycling activities as required by Section 403.706(7) Florida Statutes.
6. The SWDD shall submit grant applications to FDEP during the period covered by this Agreement and by the application deadlines to be established by FDEP.
7. All grant funds provided to the SWDD, including those incentive grant funds provided to the SWDD through the participation of the TOWN in a joint application for grant funds, shall be utilized by the SWDD for the development implementation, and operation of a County-wide recycling and education program.
8. The solid waste recycling and education grants provided by FDEP may be used for the following purposes:
 - a. Capital costs, if justified to and approved by FDEP;
 - b. Establishing recycling capability at the County Land-fill, the existing Solid Waste Collection Centers and other satellite sites;
 - c. Provision of recycling collection service;
 - d. Design and construction of recycling and composting facilities;
 - e. Shredding of organic materials for composting and or reuse as mulch;
 - f. Promotion of recycling, volume reduction, and proper disposal;
 - g. Market development for recyclable materials; and

- h. Other uses provided for under the grants program and authorized by the FDEP.
9. The recycling program shall also include a public education program to promote recycling, participation in the established recycling programs, volume reduction, and proper disposal of waste.
10. The SWDD shall provide matching funds through the Solid Waste Disposal District where required under the grant program.
11. 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: Theodore Leonsis, Mayor
 Town of Orchid
 10 Orchid Island Drive
 Vero Beach, FL 32963
 Phone: 407-589-6100

To the SWDD: Ronald R. Brooks
 Solid Waste Disposal District
 1840 25th Street
 Vero Beach, FL 32960
 Phone: 407-567-8000 Ext. 294

Any 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.

12. This interlocal agreement supercedes and replaces the previous interlocal agreement with the SWDD dated January 14, 1992.

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

Luca M. Ciuffi
 Town Clerk

TOWN OF ORCHID

BY: *[Signature]*
 Mayor

DATE: August 10, 1993

ATTEST

[Signature]
 J. V. BARTON, Clerk
 By: *Satvin B. Nelp, Sr.*

BOARD OF COMMISSIONERS
 SOLID WASTE DISPOSAL DISTRICT

BY: *[Signature]*
 Richard N. Bird, Chairman

RRE/dc
 ORCINTLO/S2A

Indian River Co	Approved	Date
Admin	<i>JSC</i>	9/21/93
Legal	<i>[Signature]</i>	9-17
Budget	<i>[Signature]</i>	9-16-93
Utilities	<i>[Signature]</i>	9-16-93
Rick Mgr.		

