

INTERLOCAL AGREEMENT BETWEEN OKALOOSA
COUNTY AND WALTON COUNTY FOR THE REQUEST
AND USE OF THE COOPERATIVE COLLECTION
CENTER ARRANGEMENT GRANT

This Interlocal Agreement made and entered into this 9th day of January 1996, by and between Okaloosa County, a political subdivision of the State of Florida, by and through its Board of County Commissioners, hereafter referred to as "Host County", and Walton County, a political subdivision of the State of Florida, by and through its Board of County Commissioners, hereafter referred to as "Neighboring County".

WITNESSETH:

WHEREAS, the State of Florida has adopted the 1988 Solid Waste Management Act which prohibits disposal of hazardous waste into municipal and sanitary landfills; and,

WHEREAS, the State of Florida recognizes the need for local governments to administer hazardous waste collection to provide opportunities to its citizens for proper hazardous waste management; and,

WHEREAS, the Host County and Neighboring County have determined that a joint and cooperative effort is a viable approach to the proper and cost effective management of the Neighboring County's hazardous waste stream; and,

WHEREAS, the Host County and Neighboring County have developed a joint grant request, endorsed by both Boards of County Commissioners, and approve the request by Interlocal Agreement;

NOW, THEREFORE, in consideration of the mutual benefits to each other, the Host County and the Neighboring County agree as follows:

Section 1. Term. The term of this Agreement shall be in effect from the date set forth above until December 31, 2000.

Section 2. Mutual Covenants. The Host County and Neighboring County agree to the following:

- a) That the grant request is made jointly on behalf of both counties and is hereby approved by both counties to be submitted to the Florida Department of Environmental Protection by the Host County.
- b) To faithfully pursue the intent and purpose of the Cooperative Collection Center Arrangement Grant.
- c) To conduct the Neighboring County hazardous waste collection and all associated business in strict accordance with all applicable laws, regulations and grant rules as set forth by the Florida Department of Environmental Protection, and utilize the grant funds solely for the purpose authorized.

- d) That the Neighboring County's collection will be held after execution of a contract with the Florida Department of Environmental Protection for funding and no later than November 1, of each contract year.

Section 3. Responsibilities.

a) Of the Host County.

- (1) The Host County must have an established and operational hazardous waste collection center and must have a licensed, insured private hazardous waste management company under contract, hereafter referred to as "Contractor", that will be responsible for collecting hazardous waste and assuring the delivery of that waste to an approved recycling, storage, treatment, or disposal facility.
- (2) A Host County shall:
 - (a) Assign a project manager to work with the Neighboring County government to establish a site in the Neighboring County for mobile hazardous waste collection. The hazardous waste collection will be free to the Neighboring County households and will be offered at a reduced fee to conditionally exempt small quantity generators for the collection and proper management of their waste.
 - (b) Assist the Neighboring County in publicizing and advertising the Neighboring County's hazardous waste collection days.
 - (c) Assign the project manager to be on site during the Neighboring County's collection day.
 - (d) Provide the Neighboring County with copies of all paperwork from its Contractor associated with the Neighboring County's collection, including the contractor's final invoice for services and hazardous waste shipping manifest forms.
 - (e) Invoice and collect from the Neighboring County 25% of the total cost of the hazardous waste collection.
 - (f) Pay the contractor for the Neighboring County's hazardous waste collection, and all up front costs through invoice purchase orders for the Neighboring County's hazardous waste collection.
- (3) The Host County may, upon completion of the Neighboring County's hazardous waste collection, request payment of an additional \$10,000 grant for acting as the host local government under a Cooperative Collection Center Arrangement and submit an invoice to the Department for reimbursement of 75% of the actual cost of the Neighboring County's collection not to exceed \$25,000.

b) Of the Neighboring County:

A Neighboring County shall:

- (1) Establish a site for its mobile hazardous waste collection that is acceptable to the Contractor under contract to the Host County.
- (2) Work with the Host County to choose a mutually convenient date for the collection.
- (3) Guarantee funding to the Host County for payment of 25% of its collection cost.
- (4) Pay the Host County within thirty (30) working days after receiving an invoice from the Host County ~~with~~ documentation of total collection costs.
- (5) Designate a local project manager to work with the Host County to prepare and distribute public awareness information on proper hazardous waste management and publicize the collection day. This information will be distributed to the local media, schools, agricultural agents, and civic and service organizations.
- (6) Attend the collection and assist the Host County in overseeing paperwork at the close of the collection.
- (7) Provide the hazardous waste management company under contract to the Host County the names and addresses of regulated small quantity generators of hazardous waste in its county.
- (8) Work with the Host County to advertise, promote and organize a "milk-run" collection route service for regulated small quantity generators in order to obtain a reduced fee for proper disposal of their hazardous wastes at a permitted facility.

Section 4. Default and Termination. The failure of any party to comply with the provisions of this Agreement shall place that party in default. Prior to terminating the Agreement with respect to the defaulting party, the non-defaulting party shall notify the defaulting party and all other parties in writing. Notification shall make specific reference to the provision which gave rise to the default and shall specify a reasonable period of time for the defaulting party to cure the default. In the event said default is not cured within the time provided, this Agreement with respect to the defaulting party may be terminated. The failure of any party to exercise this right shall not be considered a waiver of such right in the event of any further default or non-compliance. In the event of termination, the defaulting party shall return any unexpended grant funds and shall comply with any requirements the Florida Department of Environmental Protection may impose. Additionally, either party may terminate the Agreement in writing with 90 days notice.

Section 5. Modification. This Agreement may be modified at any time by mutual written consent of the parties and by permission of the Florida Department of Environmental Protection, if such is required.

Section 6. Indemnification. Subject to the provisions of Section 768.28, F.S. each County agrees to indemnify, save and hold harmless all other party members from any and all liabilities, claims or damages of any kind which are or may be imposed for any of its negligent acts or omissions or the negligent acts or commissions of its officers, employees or agents arising out of or pursuant to this Agreement and/or the hazardous waste management programs for which these grant funds are sought. This indemnification shall not result in, or be construed to mean, a waiver of sovereign immunity by either county with respect to claims by third parties.

Section 7. Notices. Any notices required by this Agreement shall be sufficient if sent by the parties in the United States mail, postage paid, to the address noted below:

If to Okaloosa County: Chairman, Okaloosa County
Board of County Commissioners
1250 N. Eglin Parkway
Shalimar, Florida 32579

If to Walton County:

Section 8. Recording. Each County, upon execution of this Agreement will record a copy of this Agreement in its public records and send a copy to the Florida Department of Environmental Protection.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first above written.

ATTEST:

Martha Ingle

BOARD OF COUNTY COMMISSIONERS
WALTON COUNTY, FLORIDA

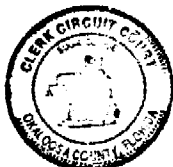
Dorinda Smith
Chairman

ATTEST:

Robert D. McGuire

BOARD OF COUNTY COMMISSIONERS
OKALOOSA COUNTY, FLORIDA

Dennis D. Nicholson
Dennis D. Nicholson
Chairman



C O N T R A C T C O N T R O L F O R M

SANTA
 DATE: 1/11/94
 STATUS: CLOSED
 VENDOR: 664

CONTRACTOR: Santa Rosa County
 801 S. E. Caroline Street
 Milton, FL 32570

PURPOSE: Cooperative Collection Center
 DATE/TERM: October 27, 1992 to December 31, 1993
 AMOUNT: As Billed

CONTRACTOR CONTACT:
 COUNTY CONTACT: Jim Reece, 5772

EXPENDITURE:
 450 369100 REIMBURSEMENTS - SERVICES

BUDGET

- | | |
|--|----------|
| 1. A copy of the executed agreement is in the file. | Yes |
| 2. The budget for this contract has been set up. | N/A |
| 3. Insurance Policy Requirements: | |
| A. Certificates of Insurance provided to the County. | N/A |
| B. A 30 day notification prior to effective date of
cancellation or change in coverage is provided. | N/A |
| C. The County is listed as an additional insured. | N/A |
| D. Coverage amounts are correct per the contract. | N/A |
| General Liability | |
| Automobile Liability | |
| Workers' Compensation | |
| 4. A Hold Harmless or Indemnity Provision is provided. | Yes |
| 5. Performance Bond/Security requirements have been met. | N/A |
| 6. Approved at B.C.C. Meeting dated: | 10/27/92 |

DATE	RECEIPT	AMOUNT
12/17/93	R04715	27,173.50

SANTA

C O N T R A C T C O N T R O L F O R M

SANTA

~~-----~~
 C99-0286-WS1-43
~~-----~~

CONTRACTOR: ~~Santa Rosa County~~
~~801 S. E. Caroline Street~~
~~Milton, FL 32570~~

DATE: 1/3/95
 VENDOR: 664
 OPENED: 3/1/94
 CLOSED: 1/3/95

AMOUNT: As Billed
 DATE/TERM: March 1, 1994 to December 31, 1994
 PURPOSE: Interlocal Agreement Cooperative Collection Center

CONTRACTOR CONTACT:
 COUNTY CONTACT: Jim Reece, 5772

EXPENDITURE:
 450 369100 REIMBURSEMENTS - SERVICES

BUDGET

- | | |
|--|-----|
| 1. A copy of the executed agreement is in the file. | Yes |
| 2. The budget for this contract has been set up. | N/A |
| 3. Insurance Policy Requirements: | |
| A. Certificates of Insurance provided to the County. | N/A |
| B. A 30 day notification prior to effective date of
cancellation or change in coverage is provided. | N/A |
| C. The County is listed as an additional insured. | N/A |
| D. Coverage amounts are correct per the contract. | N/A |
| General Liability | |
| Automobile Liability | |
| Workers' Compensation | |
| 4. A Hold Harmless or Indemnity Provision is provided. | Yes |
| 5. Performance Bond/Security requirements have been met. | N/A |
| 6. Approved at B.C.C. Meeting dated: | |

DATE RECEIPT AMOUNT

SANTA

**BOARD OF COUNTY COMMISSIONERS
AGENDA REQUEST**

DATE: March 2, 1999

TO: Honorable Chairperson and Members of the Board

FROM: Jeff Littrell, Director, Water & Sewer

SUBJECT: Revised Interlocal Agreement - Regional Utility Authority

DISTRICT: All

STATEMENT OF ISSUE: County staff requests permission for the Chair to execute a revised interlocal agreement for the Regional Utility Authority.

BACKGROUND: On September 23, 1986, Okaloosa, Walton, and Santa Rosa Counties and the Cities of Destin, Fort Walton Beach, Freeport, Gulf Breeze, and Niceville entered into an interlocal agreement which created the Walton/Okaloosa/Santa Rosa Regional Utility Authority. The Regional Utility Authority is commonly referred to as the RUA. The RUA was created to provide for the application of a regional approach to water supply, solid waste and treated sewage effluent disposal issues.

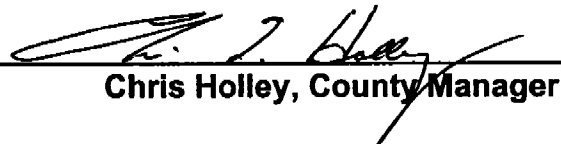
ANALYSIS: The amended agreement does not appear to initiate major changes. A copy of the original agreement with changes noted in shading and strikeout has been attached to this agenda item. The only substantial change is in paragraph 9 of the definitions. Please note that the word "initial" as it relates to administrative costs and feasibility studies has been struck from the agreement language.

RECOMMENDATIONS: County staff recommends that the BCC authorize the Chair to execute the attached revised interlocal agreement.

RECOMMENDED BY


Jeff Littrell, Department Head

APPROVED BY


Chris Holley, County Manager

INTERLOCAL AGREEMENT BETWEEN OKALOOSA
COUNTY AND WASHINGTON COUNTY FOR THE REQUEST
AND USE OF THE COOPERATIVE COLLECTION
CENTER ARRANGEMENT GRANT

This Interlocal Agreement made and entered into this 21st day of Nov 1995, by and between Okaloosa County, a political subdivision of the State of Florida, by and through its Board of County Commissioners, hereafter referred to as "Host County", and Washington County, a political subdivision of the State of Florida, by and through its Board of County Commissioners, hereafter referred to as "Neighboring County".

WITNESSETH:

WHEREAS, the State of Florida has adopted the 1988 Solid Waste Management Act which prohibits disposal of hazardous waste into municipal and sanitary landfills; and,

WHEREAS, the State of Florida recognizes the need for local governments to administer hazardous waste collection to provide opportunities to its citizens for proper hazardous waste management; and,

WHEREAS, the Host County and Neighboring County have determined that a joint and cooperative effort is a viable approach to the proper and cost effective management of the Neighboring County's hazardous waste stream; and,

WHEREAS, the Host County and Neighboring County have developed a joint grant request, endorsed by both Boards of County Commissioners, and approve the request by Interlocal Agreement;

NOW, THEREFORE, in consideration of the mutual benefits to each other, the Host County and the Neighboring County agree as follows:

Section 1. Term. The term of this Agreement shall be in effect from the date set forth above until December 31, 2000.

Section 2. Mutual Covenants. The Host County and Neighboring County agree to the following:

- a) That the grant request is made jointly on behalf of both counties and is hereby approved by both counties to be submitted to the Florida Department of Environmental Protection by the Host County.
- b) To faithfully pursue the intent and purpose of the Cooperative Collection Center Arrangement Grant.
- c) To conduct the Neighboring County hazardous waste collection and all associated business in strict accordance with all applicable laws, regulations and grant rules as set forth by the Florida Department of Environmental Protection, and utilize the grant funds solely for the purpose authorized.

- d) That the Neighboring County's collection will be held after execution of a contract with the Florida Department of Environmental Protection for funding and no later than November 1, of each contract year.

Section 3. Responsibilities.

a) Of the Host County.

- (1) The Host County must have an established and operational hazardous waste collection center and must have a licensed, insured private hazardous waste management company under contract, hereafter referred to as "Contractor", that will be responsible for collecting hazardous waste and assuring the delivery of that waste to an approved recycling, storage, treatment, or disposal facility.
- (2) A Host County shall:
 - (a) Assign a project manager to work with the Neighboring County government to establish a site in the Neighboring County for mobile hazardous waste collection. The hazardous waste collection will be free to the Neighboring County households and will be offered at a reduced fee to conditionally exempt small quantity generators for the collection and proper management of their waste.
 - (b) Assist the Neighboring County in publicizing and advertising the Neighboring County's hazardous waste collection days.
 - (c) Assign the project manager to be on site during the Neighboring County's collection day.
 - (d) Provide the Neighboring County with copies of all paperwork from its Contractor associated with the Neighboring County's collection, including the contractor's final invoice for services and hazardous waste shipping manifest forms.
 - (e) Invoice and collect from the Neighboring County 25% of the total cost of the hazardous waste collection, not to exceed \$2,500.
 - (f) Pay the contractor for the Neighboring County's hazardous waste collection, and all up front costs through invoice purchase orders for the Neighboring County's hazardous waste collection.
- (3) The Host County may, upon completion of the Neighboring County's hazardous waste collection, request payment of an additional \$10,000 grant for acting as the host local government under a Cooperative Collection Center Arrangement and submit an invoice to the Department for reimbursement of 75% of the actual cost of the Neighboring County's collection not to exceed \$25,000.

b) Of the Neighboring County:

A Neighboring County shall:

- (1) Establish a site for its mobile hazardous waste collection that is acceptable to the Contractor under contract to the Host County.
- (2) Work with the Host County to choose a mutually convenient date for the collection.
- (3) Guarantee funding to the Host County for payment of 25% of its collection cost, not to exceed \$2,500.
- (4) Pay the Host County within thirty (30) working days after receiving an invoice from the Host County with documentation of total collection costs.
- (5) Designate a local project manager to work with the Host County to prepare and distribute public awareness information on proper hazardous waste management and publicize the collection day. This information will be distributed to the local media, schools, agricultural agents, and civic and service organizations.
- (6) Attend the collection and assist the Host County in overseeing paperwork at the close of the collection.
- (7) Provide the hazardous waste management company under contract to the Host County the names and addresses of regulated small quantity generators of hazardous waste in its county.
- (8) Work with the Host County to advertise, promote and organize a "milk-run" collection route service for regulated small quantity generators in order to obtain a reduced fee for proper disposal of their hazardous wastes at a permitted facility.

Section 4. Default and Termination. The failure of any party to comply with the provisions of this Agreement shall place that party in default. Prior to terminating the Agreement with respect to the defaulting party, the non-defaulting party shall notify the defaulting party and all other parties in writing. Notification shall make specific reference to the provision which gave rise to the default and shall specify a reasonable period of time for the defaulting party to cure the default. In the event said default is not cured within the time provided, this Agreement with respect to the defaulting party may be terminated. The failure of any party to exercise this right shall not be considered a waiver of such right in the event of any further default or non-compliance. In the event of termination, the defaulting party shall return any unexpended grant funds and shall comply with any requirements the Florida Department of Environmental Protection may impose. Additionally, either party may terminate the Agreement in writing with 90 days notice.

Section 5. Modification. This Agreement may be modified at any time by mutual written consent of the parties and by permission of the Florida Department of Environmental Protection, if such is required.

Section 6. Indemnification. Subject to the provisions of Section 768.28, F.S. each County agrees to indemnify, save and hold harmless all other party members from any and all liabilities, claims or damages of any kind which are or may be imposed for any of its negligent acts or omissions or the negligent acts or commissions of its officers, employees or agents arising out of or pursuant to this Agreement and/or the hazardous waste management programs for which these grant funds are sought. This indemnification shall not result in, or be construed to mean, a waiver of sovereign immunity by either county with respect to claims by third parties.

Section 7. Notices. Any notices required by this Agreement shall be sufficient if sent by the parties in the United States mail, postage paid, to the address noted below:

If to Okaloosa County: Chairman, Okaloosa County
Board of County Commissioners
1250 N. Eglin Parkway
Shalimar, Florida 32579

If to Washington County: Chairman, Washington County
Board of County Commissioners
P. O. Box 647
Chipley, FL 32428

Section 8. Recording. Each County, upon execution of this Agreement will record a copy of this Agreement in its public records and send a copy to the Florida Department of Environmental Protection.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first above written.

ATTEST:

Deanne Carter

BOARD OF COUNTY COMMISSIONERS
WASHINGTON COUNTY, FLORIDA

Lenny Carlini
Chairman

ATTEST:

Robert D. McDevie

BOARD OF COUNTY COMMISSIONERS
OKALOOSA COUNTY, FLORIDA

Ray Sanson
Ray Sanson, Chairman

INTERLOCAL AGREEMENT BETWEEN OKALOOSA
COUNTY AND HOLMES COUNTY FOR THE REQUEST
AND USE OF THE COOPERATIVE COLLECTION
CENTER ARRANGEMENT GRANT

This Interlocal Agreement made and entered into this 3rd day of October ~~September~~ 1995, by and between Okaloosa County, a political subdivision of the State of Florida, by and through its Board of County Commissioners, hereafter referred to as "Host County", and Holmes County, a political subdivision of the State of Florida, by and through its Board of County Commissioners, hereafter referred to as "Neighboring County".

WITNESSETH:

WHEREAS, the State of Florida has adopted the 1988 Solid Waste Management Act which prohibits disposal of hazardous waste into municipal and sanitary landfills; and,

WHEREAS, the State of Florida recognizes the need for local governments to administer hazardous waste collection to provide opportunities to its citizens for proper hazardous waste management; and,

WHEREAS, the Host County and Neighboring County have determined that a joint and cooperative effort is a viable approach to the proper and cost effective management of the Neighboring County's hazardous waste stream; and,

WHEREAS, the Host County and Neighboring County have developed a joint grant request, endorsed by both Boards of County Commissioners, and approve the request by Interlocal Agreement;

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- a) That the grant request is made jointly on behalf of both counties and is hereby approved by both counties to be submitted to the Florida Department of Environmental Protection by the Host County.
- b) To faithfully pursue the intent and purpose of the Cooperative Collection Center Arrangement Grant.
- c) To conduct the Neighboring County hazardous waste collection and all associated business in strict accordance with all applicable laws, regulations and grant rules as set forth by the Florida Department of Environmental Protection, and utilize the grant funds solely for the purpose authorized.

- d) That the Neighboring County's collection will be held after execution of a contract with the Florida Department of Environmental Protection for funding and no later than November 1, of each contract year.

Section 3. Responsibilities.

a) Of the Host County.

- (1) The Host County must have an established and operational hazardous waste collection center and must have a licensed, insured private hazardous waste management company under contract, hereafter referred to as "Contractor", that will be responsible for collecting hazardous waste and assuring the delivery of that waste to an approved recycling, storage, treatment, or disposal facility.
- (2) A Host County shall:
 - (a) Assign a project manager to work with the Neighboring County government to establish a site in the Neighboring County for mobile hazardous waste collection. The hazardous waste collection will be free to the Neighboring County households and will be offered at a reduced fee to conditionally exempt small quantity generators for the collection and proper management of their waste.
 - (b) Assist the Neighboring County in publicizing and advertising the Neighboring County's hazardous waste collection days.
 - (c) Assign the project manager to be on site during the Neighboring County's collection day.
 - (d) Provide the Neighboring County with copies of all paperwork from its Contractor associated with the Neighboring County's collection, including the contractor's final invoice for services and hazardous waste shipping manifest forms.
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A Neighboring County shall:

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- (2) Work with the Host County to choose a mutually convenient date for the collection.
- (3) Guarantee funding to the Host County for payment of 25% of its collection cost, not to exceed \$2,500.
- (4) Pay the Host County within thirty (30) working days after receiving an invoice from the Host County with documentation of total collection costs.
- (5) Designate a local project manager to work with the Host County to prepare and distribute public awareness information on proper hazardous waste management and publicize the collection day. This information will be distributed to the local media, schools, agricultural agents, and civic and service organizations.
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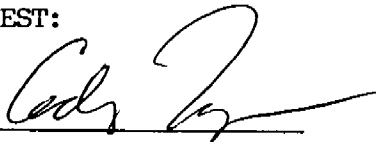
If to Okaloosa County: Chairman, Okaloosa County
Board of County Commissioners
1250 N. Eglin Parkway
Shalimar, Florida 32579

If to Holmes County: Chairman, Holmes County
Board of County Commissioners
201 N. Oklahoma Street
Bonifay, Florida 32425

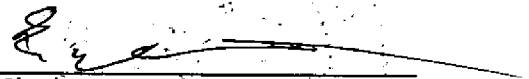
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ATTEST:

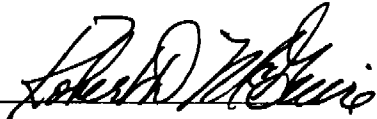


BOARD OF COUNTY COMMISSIONERS
HOLMES COUNTY, FLORIDA

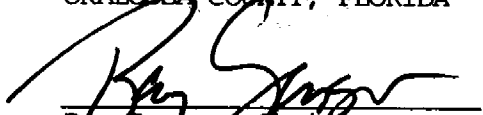


Chairman

ATTEST:



BOARD OF COUNTY COMMISSIONERS
OKALOOSA COUNTY, FLORIDA



Ray Sanson, Chairman

INTERLOCAL AGREEMENT BETWEEN OKALOOSA
COUNTY AND CALHOUN COUNTY FOR THE REQUEST
AND USE OF THE COOPERATIVE COLLECTION
CENTER ARRANGEMENT GRANT

This Interlocal Agreement made and entered into this 3rd day of October 1995, by and between Okaloosa County, a political subdivision of the State of Florida, by and through its Board of County Commissioners, hereafter referred to as "Host County", and Calhoun County, a political subdivision of the State of Florida, by and through its Board of County Commissioners, hereafter referred to as "Neighboring County".

WITNESSETH:

WHEREAS, the State of Florida has adopted the 1988 Solid Waste Management Act which prohibits disposal of hazardous waste into municipal and sanitary landfills; and,

WHEREAS, the State of Florida recognizes the need for local governments to administer hazardous waste collection to provide opportunities to its citizens for proper hazardous waste management; and,

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a) Of the Host County.

- (1) The Host County must have an established and operational hazardous waste collection center and must have a licensed, insured private hazardous waste management company under contract, hereafter referred to as "Contractor", that will be responsible for collecting hazardous waste and assuring the delivery of that waste to an approved recycling, storage, treatment, or disposal facility.
- (2) A Host County shall:
 - (a) Assign a project manager to work with the Neighboring County government to establish a site in the Neighboring County for mobile hazardous waste collection. The hazardous waste collection will be free to the Neighboring County households and will be offered at a reduced fee to conditionally exempt small quantity generators for the collection and proper management of their waste.
 - (b) Assist the Neighboring County in publicizing and advertising the Neighboring County's hazardous waste collection days.
 - (c) Assign the project manager to be on site during the Neighboring County's collection day.
 - (d) Provide the Neighboring County with copies of all paperwork from its Contractor associated with the Neighboring County's collection, including the contractor's final invoice for services and hazardous waste shipping manifest forms.
 - (e) Invoice and collect from the Neighboring County 25% of the total cost of the hazardous waste collection, not to exceed \$2,500.
 - (f) Pay the contractor for the Neighboring County's hazardous waste collection, and all up front costs through invoice purchase orders for the Neighboring County's hazardous waste collection.
- (3) The Host County may, upon completion of the Neighboring County's hazardous waste collection, request payment of an additional \$10,000 grant for acting as the host local government under a Cooperative Collection Center Arrangement and submit an invoice to the Department for reimbursement of 75% of the actual cost of the Neighboring County's collection not to exceed \$25,000.

b) Of the Neighboring County:

A Neighboring County shall:

- (1) Establish a site for its mobile hazardous waste collection that is acceptable to the Contractor under contract to the Host County.
- (2) Work with the Host County to choose a mutually convenient date for the collection.
- (3) Guarantee funding to the Host County for payment of 25% of its collection cost, not to exceed \$2,500.
- (4) Pay the Host County within thirty (30) working days after receiving an invoice from the Host County with documentation of total collection costs.
- (5) Designate a local project manager to work with the Host County to prepare and distribute public awareness information on proper hazardous waste management and publicize the collection day. This information will be distributed to the local media, schools, agricultural agents, and civic and service organizations.
- (6) Attend the collection and assist the Host County in overseeing paperwork at the close of the collection.
- (7) Provide the hazardous waste management company under contract to the Host County the names and addresses of regulated small quantity generators of hazardous waste in its county.
- (8) Work with the Host County to advertise, promote and organize a "milk-run" collection route service for regulated small quantity generators in order to obtain a reduced fee for proper disposal of their hazardous wastes at a permitted facility.

Section 4. Default and Termination. The failure of any party to comply with the provisions of this Agreement shall place that party in default. Prior to terminating the Agreement with respect to the defaulting party, the non-defaulting party shall notify the defaulting party and all other parties in writing. Notification shall make specific reference to the provision which gave rise to the default and shall specify a reasonable period of time for the defaulting party to cure the default. In the event said default is not cured within the time provided, this Agreement with respect to the defaulting party may be terminated. The failure of any party to exercise this right shall not be considered a waiver of such right in the event of any further default or non-compliance. In the event of termination, the defaulting party shall return any unexpended grant funds and shall comply with any requirements the Florida Department of Environmental Protection may impose. Additionally, either party may terminate the Agreement in writing with 90 days notice.

Section 5. Modification. This Agreement may be modified at any time by mutual written consent of the parties and by permission of the Florida Department of Environmental Protection, if such is required.

Section 6. Indemnification. Subject to the provisions of Section 768.28, F.S. each County agrees to indemnify, save and hold harmless all other party members from any and all liabilities, claims or damages of any kind which are or may be imposed for any of its negligent acts or omissions or the negligent acts or commissions of its officers, employees or agents arising out of or pursuant to this Agreement and/or the hazardous waste management programs for which these grant funds are sought. This indemnification shall not result in, or be construed to mean, a waiver of sovereign immunity by either county with respect to claims by third parties.

Section 7. Notices. Any notices required by this Agreement shall be sufficient if sent by the parties in the United States mail, postage paid, to the address noted below:

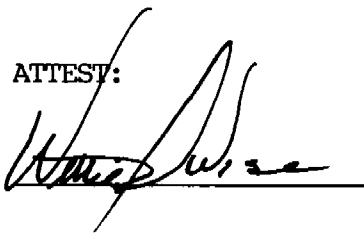
If to Okaloosa County: Chairman, Okaloosa County
Board of County Commissioners
1250 N. Eglin Parkway
Shalimar, Florida 32579

If to Calhoun County: Chairman, Calhoun County
Board of County Commissioners
Calhoun County Courthouse
425 E. Central Avenue
Room G-40
Blountstown, Florida 32424

Section 8. Recording. Each County, upon execution of this Agreement will record a copy of this Agreement in its public records and send a copy to the Florida Department of Environmental Protection.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first above written.

ATTEST:



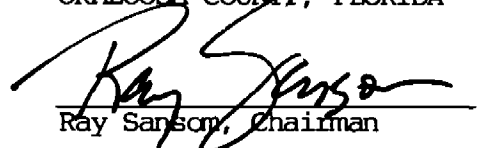
BOARD OF COUNTY COMMISSIONERS
CALHOUN COUNTY, FLORIDA


Chairman

ATTEST:



BOARD OF COUNTY COMMISSIONERS
OKALOOSA COUNTY, FLORIDA


Ray Sanson, Chairman

INTERLOCAL AGREEMENT BETWEEN OKALOOSA
COUNTY AND SANTA ROSA COUNTY FOR THE REQUEST
AND USE OF THE COOPERATIVE COLLECTION
CENTER ARRANGEMENT GRANT

This Interlocal Agreement made and entered into this 21st day of Nov 1995, by and between Okaloosa County, a political subdivision of the State of Florida, by and through its Board of County Commissioners, hereafter referred to as "Host County", and Santa Rosa County, a political subdivision of the State of Florida, by and through its Board of County Commissioners, hereafter referred to as "Neighboring County".

WITNESSETH:

WHEREAS, the State of Florida has adopted the 1988 Solid Waste Management Act which prohibits disposal of hazardous waste into municipal and sanitary landfills; and,

WHEREAS, the State of Florida recognizes the need for local governments to administer hazardous waste collection to provide opportunities to its citizens for proper hazardous waste management; and,

WHEREAS, the Host County and Neighboring County have determined that a joint and cooperative effort is a viable approach to the proper and cost effective management of the Neighboring County's hazardous waste stream; and,

WHEREAS, the Host County and Neighboring County have developed a joint grant request, endorsed by both Boards of County Commissioners, and approve the request by Interlocal Agreement;

NOW, THEREFORE, in consideration of the mutual benefits to each other, the Host County and the Neighboring County agree as follows:

Section 1. Term. The term of this Agreement shall be in effect from the date set forth above until December 31, 2000.

Section 2. Mutual Covenants. The Host County and Neighboring County agree to the following:

- a) That the grant request is made jointly on behalf of both counties and is hereby approved by both counties to be submitted to the Florida Department of Environmental Protection by the Host County.
- b) To faithfully pursue the intent and purpose of the Cooperative Collection Center Arrangement Grant.
- c) To conduct the Neighboring County hazardous waste collection and all associated business in strict accordance with all applicable laws, regulations and grant rules as set forth by the Florida Department of Environmental Protection, and utilize the grant funds solely for the purpose authorized.

- d) That the Neighboring County's collection will be held after execution of a contract with the Florida Department of Environmental Protection for funding and no later than November 1, of each contract year.

Section 3. Responsibilities.

a) Of the Host County.

- (1) The Host County must have an established and operational hazardous waste collection center and must have a licensed, insured private hazardous waste management company under contract, hereafter referred to as "Contractor", that will be responsible for collecting hazardous waste and assuring the delivery of that waste to an approved recycling, storage, treatment, or disposal facility.
- (2) A Host County shall:
 - (a) Assign a project manager to work with the Neighboring County government to establish a site in the Neighboring County for mobile hazardous waste collection. The hazardous waste collection will be free to the Neighboring County households and will be offered at a reduced fee to conditionally exempt small quantity generators for the collection and proper management of their waste.
 - (b) Assist the Neighboring County in publicizing and advertising the Neighboring County's hazardous waste collection days.
 - (c) Assign the project manager to be on site during the Neighboring County's collection day.
 - (d) Provide the Neighboring County with copies of all paperwork from its Contractor associated with the Neighboring County's collection, including the contractor's final invoice for services and hazardous waste shipping manifest forms.
 - (e) Invoice and collect from the Neighboring County 25% of the total cost of the hazardous waste collection.
 - (f) Pay the contractor for the Neighboring County's hazardous waste collection, and all up front costs through invoice purchase orders for the Neighboring County's hazardous waste collection.
- (3) The Host County may, upon completion of the Neighboring County's hazardous waste collection, request payment of an additional \$10,000 grant for acting as the host local government under a Cooperative Collection Center Arrangement and submit an invoice to the Department for reimbursement of 75% of the actual cost of the Neighboring County's collection not to exceed \$25,000.

b) Of the Neighboring County:

A Neighboring County shall:

- (1) Establish a site for its mobile hazardous waste collection that is acceptable to the Contractor under contract to the Host County.
- (2) Work with the Host County to choose a mutually convenient date for the collection.
- (3) Guarantee funding to the Host County for payment of 25% of its collection cost.
- (4) Pay the Host County within thirty (30) working days after receiving an invoice from the Host County with documentation of total collection costs.
- (5) Designate a local project manager to work with the Host County to prepare and distribute public awareness information on proper hazardous waste management and publicize the collection day. This information will be distributed to the local media, schools, agricultural agents, and civic and service organizations.
- (6) Attend the collection and assist the Host County in overseeing paperwork at the close of the collection.
- (7) Provide the hazardous waste management company under contract to the Host County the names and addresses of regulated small quantity generators of hazardous waste in its county.
- (8) Work with the Host County to advertise, promote and organize a "milk-run" collection route service for regulated small quantity generators in order to obtain a reduced fee for proper disposal of their hazardous wastes at a permitted facility.

Section 4. Default and Termination. The failure of any party to comply with the provisions of this Agreement shall place that party in default. Prior to terminating the Agreement with respect to the defaulting party, the non-defaulting party shall notify the defaulting party and all other parties in writing. Notification shall make specific reference to the provision which gave rise to the default and shall specify a reasonable period of time for the defaulting party to cure the default. In the event said default is not cured within the time provided, this Agreement with respect to the defaulting party may be terminated. The failure of any party to exercise this right shall not be considered a waiver of such right in the event of any further default or non-compliance. In the event of termination, the defaulting party shall return any unexpended grant funds and shall comply with any requirements the Florida Department of Environmental Protection may impose. Additionally, either party may terminate the Agreement in writing with 90 days notice.

Section 5. Modification. This Agreement may be modified at any time by mutual written consent of the parties and by permission of the Florida Department of Environmental Protection, if such is required.

Section 6. Indemnification. Subject to the provisions of Section 768.28, F.S. each County agrees to indemnify, save and hold harmless all other party members from any and all liabilities, claims or damages of any kind which are or may be imposed for any of its negligent acts or omissions or the negligent acts or commissions of its officers, employees or agents arising out of or pursuant to this Agreement and/or the hazardous waste management programs for which these grant funds are sought. This indemnification shall not result in, or be construed to mean, a waiver of sovereign immunity by either county with respect to claims by third parties.

Section 7. Notices. Any notices required by this Agreement shall be sufficient if sent by the parties in the United States mail, postage paid, to the address noted below:

If to Okaloosa County: Chairman, Okaloosa County
Board of County Commissioners
1250 N. Eglin Parkway
Shalimar, Florida 32579

If to Santa Rosa County: Chairman, Santa Rosa County
Board of County Commissioners
Santa Rosa County
6865 Caroline Street, S.E.
Milton, Florida 32570

Section 8. Recording. Each County, upon execution of this Agreement will record a copy of this Agreement in its public records and send a copy to the Florida Department of Environmental Protection.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first above written.

ATTEST:

Innes Kicker
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
SANTA ROSA COUNTY, FLORIDA

Dyana Ezell
Chairman

ATTEST:

Robert D. McGuire
Clerk

BOARD OF COUNTY COMMISSIONERS
OKALOOSA COUNTY, FLORIDA

Ray Sanson
Ray Sanson, Chairman

INTERLOCAL AGREEMENT BETWEEN OKALOOSA
COUNTY AND SANTA ROSA COUNTY FOR THE REQUEST
AND USE OF THE COOPERATIVE COLLECTION
CENTER ARRANGEMENT GRANT

This Interlocal Agreement made and entered into this 25 day of February 1994, by and between Okaloosa County, a political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as "Host County", and Santa Rosa County, a political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as "Neighboring County".

WITNESSETH:

WHEREAS, the State of Florida has adopted the 1988 Solid Waste Management Act which prohibits disposal of hazardous waste into municipal and sanitary landfills; and,

WHEREAS, the State of Florida recognizes the need for local governments to administer hazardous waste collections to provide opportunities to its citizens for proper hazardous waste management; and,

WHEREAS, the Host County and Neighboring County have determined that a joint and cooperative effort is a viable approach to the proper and cost effective management of the Neighboring County's hazardous waste stream; and,

WHEREAS, the Host County and Neighboring County have developed a joint grant request, endorsed by both Boards of County Commissioners, and approve the request by Interlocal Agreement;

NOW, THEREFORE, in consideration of the mutual benefits to each other, the Host County and the Neighboring County agree as follows:

Section 1. Term. The term of this Agreement shall be in effect from the date set forth above until December 31, 1994.

Section 2. Mutual Covenants. The Host County and Neighboring County agree to the following:

- a) That the grant request is made jointly on behalf of both counties and is hereby approved by both counties to be submitted to the Florida Department of Environmental Protection by the Host County.
- b) To faithfully pursue the intent and purpose of the Cooperative Collection Center Arrangement Grant.
- c) To conduct the Neighboring County hazardous waste collection and all associated business in strict accordance with all applicable laws, regulations and grant rules as set forth by the Florida Department of Environmental Protection, and utilize the grant funds solely for the purpose authorized.

3-17-94 Advised you have that only originals could be recorded so said not to worry about it.

- d) That the Neighboring County's collection will be held after execution of a contract with the Florida Department of Environmental Protection for funding and no later than November 1, 1994.

Section 3. Responsibilities.

a) Of the Host County.

- (1) The Host County must have an established and operational hazardous waste collection center and must have a licensed, insured private hazardous waste management company under contract, hereinafter referred to as "Contractor", that will be responsible for collecting hazardous waste and assuring the delivery of that waste to an approved recycling, storage, treatment, or disposal facility.
- (2) A Host County shall:
 - (a) Assign a project manager to work with the Neighboring County government to establish a site in the Neighboring County for mobile hazardous waste collection. The hazardous waste collection will be free to the Neighboring County households and will be offered at a reduced fee to conditionally exempt small quantity generators for the collection and proper management of their waste.
 - (b) Assist the Neighboring County in publicizing and advertising the Neighboring County's hazardous waste collection days.
 - (c) Assign the project manager to be on site during the Neighboring County's collection day.
 - (d) Provide the Neighboring County with copies of all paperwork from its Contractor associated with the Neighboring County's collection, including the contractor's final invoice for services and hazardous waste shipping manifest forms.
 - (e) Invoice and collect from the Neighboring County 25% of the total cost of the hazardous waste collection and any additional funds necessary to equal the costs of the collection which exceed the \$25,000 maximum reimbursement grant (75%).
 - (f) Pay the contractor for the Neighboring County's hazardous waste collection, and all up front costs through invoice purchase orders for the Neighboring County's hazardous waste collection.
- (3) The Host County may, upon completion of the Neighboring County's hazardous waste collection, request payment of an additional \$10,000 grant for acting as the host local government under a Cooperative Collection Center Arrangement and submit an invoice to the Department for reimbursement of 75% of the actual cost of the Neighboring County's collection not to exceed \$25,000.

b) Of the Neighboring County:

A Neighboring County shall:

- (1) Establish a site for its mobile hazardous waste collection that is acceptable to the Contractor under contract to the Host County.
- (2) Work with the Host County to choose a mutually convenient date for the collection.
- (3) Guarantee funding to the Host County for payment of 25% of its collection cost.
- (4) Provide funding for any additional collection costs incurred which exceed the \$25,000 maximum reimbursement grant (75%), and pay the Host County within thirty working days after receiving an invoice from the Host County with documentation of total collection costs.
- (5) Designate a local project manager to work with the Host County to prepare and distribute public awareness information on proper hazardous waste management and publicize the collection day. This information will be distributed to the local media, schools, agricultural agents, and civic and service organizations.
- (6) Attend the collection and assist the Host County in overseeing paperwork at the close of the collection.
- (7) Provide the hazardous waste management company under contract to the Host County the names and addresses of regulated small quantity generators of hazardous waste in its county.
- (8) Work with the Host County to advertise, promote and organize a "milk-run" collection route service for regulated small quantity generators in order to obtain a reduced fee for proper disposal of their hazardous wastes at a permitted facility.

Section 4. Default and Termination. The failure of any party to comply with the provisions of this Agreement shall place that party in default. Prior to terminating the Agreement with respect to the defaulting party, the non-defaulting party shall notify the defaulting party and all other parties in writing. Notification shall make specific reference to the provision which gave rise to the default and shall specify a reasonable period of time for the defaulting party to cure the default. In the event said default is not cured within the time provided, this Agreement with respect to the defaulting party may be terminated. The failure of any party to exercise this right shall not be considered a waiver of such right in the event of any further default or non-compliance. In the event of termination, the defaulting party shall return any unexpended grant funds and shall comply with any requirements the Florida Department of Environmental Protection may impose.

Section 5. Modification. This Agreement may be modified at any time by mutual written consent of the parties and by permission of the Florida Department of Environmental Protection, if such is required.

Section 6. Indemnification. Subject to the provisions of Section 768.28, F.S. each County agrees to indemnify, save and hold harmless all other party members from any and all liabilities, claims or damages of any kind which are or may be imposed for any of its negligent acts or omissions or the negligent acts or commissions of its officers, employees or agents arising out of or pursuant to this Agreement and/or the hazardous waste management programs for which these grant funds are sought. This indemnification shall not result in, or be construed to mean, a waiver of sovereign immunity by either county with respect to claims by third parties.

Section 7. Notices. Any notices required by this Agreement shall be sufficient if sent by the parties in the United States mail, postage paid, to the address noted below:

If to Okaloosa County: Chairman
Board of County Commissioners, Okaloosa County
1250 N. Eglin Pkwy.
Shalimar, Florida 32579

If to Santa Rosa County: Chairman
Board of County Commissioners, Santa Rosa County
801 S.E. Caroline St.
Milton, Florida 32570

Section 8. Recording. Each County, upon execution of this Agreement will record a copy of this Agreement in its public records and send a copy to the Florida Department of Environmental Protection.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first above written.

ATTEST:

Irene Kicker x
Deputy Clerk

SANTA ROSA COUNTY BOARD
OF COUNTY COMMISSIONERS

H. Byrd Mapoles
Chairman H. Byrd Mapoles

ATTEST:

Robert D. McGuire
Robert D. McGuire

OKALOOSA COUNTY BOARD
OF COUNTY COMMISSIONERS

Ray Sansom
Chairman
Ray Sansom

19.50

** OFFICIAL RECORDS **
BK 1715 PG 1734
INTERLOCAL AGREEMENT
OKALOOSA COUNTY AND SANTA ROSA COUNTY
AND USE OF THE COOPERATIVE COLLECTION
CENTER ARRANGEMENT GRANT

This Interlocal Agreement made and entered into this 12 day of November 1992, by and between Okaloosa County, a political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as "Host County", and Santa Rosa County, a political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as "Neighboring County".

WITNESSETH:

WHEREAS, the State of Florida has adopted the 1988 Solid Waste Management Act which prohibits disposal of hazardous waste into municipal and sanitary landfills; and,

WHEREAS, the State of Florida recognizes the need for local governments to administer hazardous waste collections to provide opportunities to its citizens for proper hazardous waste management; and,

WHEREAS, the Host County and Neighboring County have determined that a joint and cooperative effort is a viable approach to the proper and cost effective management of the Neighboring County's hazardous waste stream; and,

WHEREAS, the Host County and Neighboring County have developed a joint grant request, endorsed by both Boards of County Commissioners, and approve the request by Interlocal Agreement;

NOW, THEREFORE, in consideration of the mutual benefits to each other, the Host County and the Neighboring County agree as follows:

Section 1. Term. The term of this Agreement shall be in effect from the date set forth above until December 31, 1993.

Section 2. Mutual Covenants. The Host County and Neighboring County agree to the following:

- a) That the grant request is made jointly on behalf of both counties and is hereby approved by both counties to be submitted to the Florida Department of Environmental Regulation by the Host County.
- b) To faithfully pursue the intent and purpose of the Cooperative Collection Center Arrangement Grant.
- c) To conduct the Neighboring County hazardous waste collection and all associated business in strict accordance with all applicable laws, regulations and grant rules as set forth by the Florida Department of Environmental Regulation, and utilize the grant funds solely for the purpose authorized.

- d) That the Neighboring County's collection will be held after execution of a contract with the Florida Department of Environmental Regulation for funding and no later than November 1, 1993.

Section 3. Responsibilities.

a) Of the Host County.

- (1) The Host County must have an established and operational hazardous waste collection center and must have a licensed, insured private hazardous waste management company under contract, hereinafter referred to as "Contractor", that will be responsible for collecting hazardous waste and assuring the delivery of that waste to an approved recycling, storage, treatment, or disposal facility.
- (2) A Host County shall:
 - (a) Assign a project manager to work with the Neighboring County government to establish a site in the Neighboring County for mobile hazardous waste collection. The hazardous waste collection will be free to the Neighboring County households and will be offered at a reduced fee to conditionally exempt small quantity generators for the collection and proper management of their waste.
 - (b) Assist the Neighboring County in publicizing and advertising the Neighboring County's hazardous waste collection days.
 - (c) Assign the project manager to be on site during the Neighboring County's collection day.
 - (d) Provide the Neighboring County with copies of all paperwork from its Contractor associated with the Neighboring County's collection, including the contractor's final invoice for services and hazardous waste shipping manifest forms.
 - (e) Invoice and collect from the Neighboring County 25% of the total cost of the hazardous waste collection and any additional funds necessary to equal the costs of the collection which exceed the \$25,000 maximum reimbursement grant (75%).
 - (f) Pay the contractor for the Neighboring County's hazardous waste collection, and all up front costs through invoice purchase orders for the Neighboring County's hazardous waste collection.
- (3) The Host County may, upon completion of the Neighboring County's hazardous waste collection, request payment of an additional \$10,000 grant for acting as the host local government under a Cooperative Collection Center Arrangement and submit an invoice to the Department for reimbursement of 75% of the actual cost of the Neighboring County's collection not to exceed \$25,000.

b) Of the Neighboring County:

A Neighboring County shall:

- (1) Establish a site for its mobile hazardous waste collection that is acceptable to the Contractor under contract to the Host County.
- (2) Work with the Host County to choose a mutually convenient date for the collection.
- (3) Guarantee funding to the Host County for payment of 25% of its collection cost.
- (4) Provide funding for any additional collection costs incurred which exceed the \$25,000 maximum reimbursement grant (75%), and pay the Host County within thirty working days after receiving an invoice from the Host County with documentation of total collection costs.
- (5) Designate a local project manager to work with the Host County to prepare and distribute public awareness information on proper hazardous waste management and publicize the collection day. This information will be distributed to the local media, schools, agricultural agents, and civic and service organizations.
- (6) Attend the collection and assist the Host County in overseeing paperwork at the close of the collection.
- (7) Provide the hazardous waste management company under contract to the Host County the names and addresses of regulated small quantity generators of hazardous waste in its county.
- (8) Work with the Host County to advertise, promote and organize a "milk-run" collection route service for regulated small quantity generators in order to obtain a reduced fee for proper disposal of their hazardous wastes at a permitted facility.

Section 4. Default and Termination. The failure of any party to comply with the provisions of this Agreement shall place that party in default. Prior to terminating the Agreement with respect to the defaulting party, the non-defaulting party shall notify the defaulting party and all other parties in writing. Notification shall make specific reference to the provision which gave rise to the default and shall specify a reasonable period of time for the defaulting party to cure the default. In the event said default is not cured within the time provided, this Agreement with respect to the defaulting party may be terminated. The failure of any party to exercise this right shall not be considered a waiver of such right in the event of any further default or non-compliance. In the event of termination, the defaulting party shall return any unexpended grant funds and shall comply with any requirements the Florida Department of Environmental Regulation may impose.

Section 5. Modification. This Agreement may be modified at any time by mutual written consent of the parties and by permission of the Florida Department of Environmental Regulation, if such is required.

Section 6. Indemnification. Subject to the provisions of Section 768.28, F.S. each County agrees to indemnify, save and hold harmless all other party members from any and all liabilities, claims or damages of any kind which are or may be imposed for any of its negligent acts or omissions or the negligent acts or commissions of its officers, employees or agents arising out of or pursuant to this Agreement and/or the hazardous waste management programs for which these grant funds are sought. This indemnification shall not result in, or be construed to mean, a waiver of sovereign immunity by either county with respect to claims by third parties.

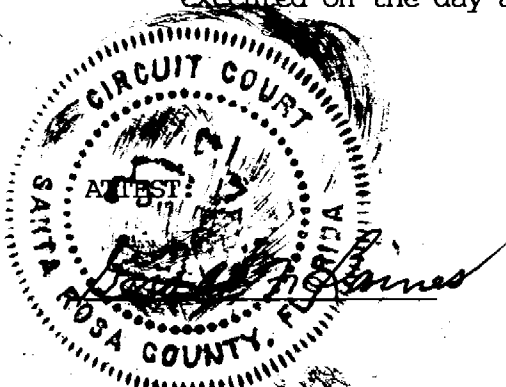
Section 7. Notices. Any notices required by this Agreement shall be sufficient if sent by the parties in the United States mail, postage paid, to the address noted below:

If to Okaloosa County: Chairman
Board of County Commissioners, Okaloosa County
1250 N. Eglin Pkwy.
Shalimar, Florida 32579

If to Santa Rosa County: Chairman
Board of County Commissioners, Santa Rosa County
801 S.E. Caroline St.
Milton, Florida 32570

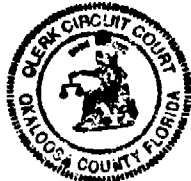
Section 8. Recording. Each County, upon execution of this Agreement will record a copy of this Agreement in its public records and send a copy to the Florida Department of Environmental Regulation.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first above written.



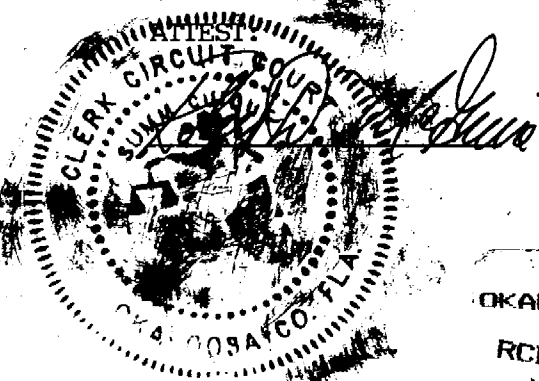
SANTA ROSA COUNTY BOARD
OF COUNTY COMMISSIONERS

[Signature]
Chairman



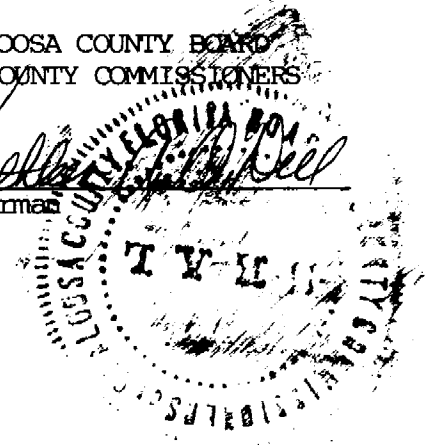
OKALOOSA COUNTY BOARD
OF COUNTY COMMISSIONERS

[Signature]
Chairman



FILE# 1232887
OKALOOSA COUNTY, FLORIDA

RCD: DEC 17 1992 @ 2:49 PM
NEWMAN C BRACKIN, CLERK





Board of County Commissioners

EXHIBIT B

CONTRACT, LEASE, AGREEMENT CONTROL FORM

State of Florida

Date: 3/2/99

Contract/Lease Control #: 099-0280-WSI-43

Bid #: N/A Contract/Lease Type: INTERLOCAL AGREEMENT

Award To/Lessee: WALTON/OKALOOSA/SANTA ROSA COUNTIES

Lessor: _____

Effective Date: 3/9/99

Term: INDEFINITE

Description of Contract/Lease: INTERLOCAL WATER MANAGEMENT AGREEMENT
BETWEEN WALTON, OKALOOSA AND SANTA ROSA COUNTIES

Department Manager: WATER & SEWER / JEFF LITTELL

Department Monitor: CHARLIE GYMS

Monitor's Telephone #: 651-7171

Monitor's FAX #: 651-7747

Date Closed: _____

Courthouse

101 E. James Lee Blvd. • Crestview, FL 32536
(850) 689-5030 • FAX: 689-5059

Courthouse Annex

1250 N. Eglin Pkwy. • Shallmar, FL 32579
(850) 651-7100

1804 Lewis Turner Blvd., Suite 100

Fort Walton Beach, FL 32547
(850) 651-7105 • FAX: 651-7142

REVISED
INTERLOCAL AGREEMENT CREATING
THE WALTON/OKALOOSA/SANTA ROSA REGIONAL UTILITY AUTHORITY
BETWEEN
WALTON, OKALOOSA, AND SANTA ROSA COUNTIES
AND THE CITIES OF DESTIN, FORT WALTON BEACH,
GULF BREEZE, MARY ESTHER, AND NICEVILLE

THIS AGREEMENT, made and entered into will become effective on the 9th day of March 1999, by and between Walton, Okaloosa and Santa Rosa Counties, hereinafter referred to as "County" or "Counties" and the Cities of Destin, Fort Walton Beach, Gulf Breeze, Mary Esther, and Niceville hereinafter referred to as "City" or "Cities", each of which is a political subdivision pursuant to Article VIII of the Constitution of the State of Florida.

WITNESSETH:

WHEREAS, the parties of Walton, Okaloosa, and Santa Rosa Counties and the Cities of Destin, Fort Walton Beach, Gulf Breeze, Mary Esther, and Niceville hereby enter into an Interlocal Agreement creating the Walton/Okaloosa/Santa Rosa Regional Utility Authority; and

WHEREAS, the Northwest Florida Coast Resource Planning and Management Committee has recommended, with the concurrence of its member county and city governments, that a regional approach to water supply, with the addition of solid waste and treated sewage effluent disposal, if possible, is in the best interest of the citizens of the area; and

WHEREAS, the Escambia/Santa Rosa Coast Resource Planning and Management Committee recommended, with the concurrence of its member county and city governments, that a utilities board be formed for South Santa Rosa County to oversee planning and operation requirements associated with water supply and treated sewage effluent disposal, and this board has since been formed and is currently operational; and

WHEREAS, the Counties and Cities, which are the parties to this Agreement, wish to set forth certain agreements among themselves with respect to the creation of a regional utility authority pursuant to the provisions of Section 373.1962, Florida Statutes and pursuant to the provisions of Section 163.01, Florida Statutes; and

WHEREAS, Mary Esther was approved as a member on May 30, 1990; and

WHEREAS, it is recognized by these Counties and Cities that provision for water supply needs and protection of water resources can better be accomplished by forming a regional utility authority whose prime function shall be to ensure future water supply and to provide for adequate solid waste and treated sewage effluent disposal.

NOW, THEREFORE, it is agreed as follows:

1. DEFINITIONS SECTION

Quorum: A majority of the full membership of the Authority established by this Interlocal Agreement, which includes two representatives from each County and one representative from each City.

Capital and Operational Expenses: All expenses related to personnel and staffing, construction or acquisition and operation of water supply, collection, distribution and/or treatment and treated sewage effluent and solid waste disposal facilities and associated planning and engineering studies.

Administrative Costs: Costs incurred to properly manage the functions of the regional utility authority including, but not limited to, keeping of records, recording, and distribution of minutes, meeting announcement, and coordination of respective member staff input.

2. To form the Walton/Okaloosa/Santa Rosa Regional Utility Authority, hereinafter referred to as "Authority" pursuant to Section 373.1962, and Section 163.01, Florida Statutes.
3. To engage in interlocal agreements or contracts, if necessary, for supplying water or, if assumed, the disposal of treated sewage effluent and solid waste.
4. To be the sole authority responsible to produce and supply water on a regional basis, however, the Authority shall not engage in local distribution of water and will only provide water on a wholesale basis.
5. To engage in agreements or contracts with other public or private entities for provision of assistance in planning, financing, construction, operating, maintaining and managing any and all facilities as determined appropriate and desirable by the Authority.
6. To secure funding and contract for appropriate engineering and financial feasibility studies to evaluate the applicability of the Authority assuming a responsibility for the disposal of solid waste and/or treated sewage effluent on a regional basis.
7. If determined appropriate by the Authority, the Authority may engage in the disposal of solid waste including, but not limited to, land filling, incineration, or resource recovery, consistent with Florida law.
8. If determined appropriate by the Authority, the Authority may engage in the disposal of treated sewage effluent including, but not limited to, land spreading, development of gray water systems, or percolation ponds, consistent with Florida law.
9. It is intended that funding of capital and operation expenses will be secured on a "user pay" basis. However, it is acknowledged that administrative costs may be obtained from member governments as provided by the Authority by-laws, and that funds for feasibility studies and planning will be sought from participating member counties and member cities, and from the

Department of Community Affairs, the Northwest Florida Water Management District, and appropriate utilities. The development of the solid waste and waste water disposal feasibility studies will be accomplished under the general supervision of the Authority, however, participation will not be mandatory of all its members and will be accomplished under a separate agreement. The Authority may provide for repayment of funds contributed to the Authority by any party pursuant to Section 163.01(8), Florida Statutes.

10. The geographic territory of the Authority shall include all of the areas of each of the Counties and Cities.
11. Each County and City which is a party to this Agreement may continue to operate and expand its existing and future facilities within their boundaries. Nothing in this document shall preclude future independent actions by such Counties or Cities provided that no facility shall be expanded by one County or City into another County or City without mutual agreement of the parties and the Authority.
12. The Authority shall have an Authority Board composed of two (2) duly appointed representatives from each participating County, and one (1) duly appointed representative from each participating City. Each County shall have two (2) votes and each City shall have one (1) vote. An alternate representative may also be appointed by each County and City. Such Alternate Representative shall have authority to vote in the absence of a primary representative. All powers, privileges and duties vested in or imposed upon the Authority shall be exercised and performed by and through its Authority Board acting as a quorum; provided, however, that the exercise of any and all executive, administrative and ministerial powers may be delegated by said Authority Board to any of its officers, staff or agents. Any such delegation may be redelegated or withdrawn by the Authority Board.
13. The Authority Board may exercise any and all provisions granted to the Authority by Section 373.1962, Florida Statutes, and may establish whatever rules, regulations, by-laws and organization necessary to perform the intended functions of the Authority.

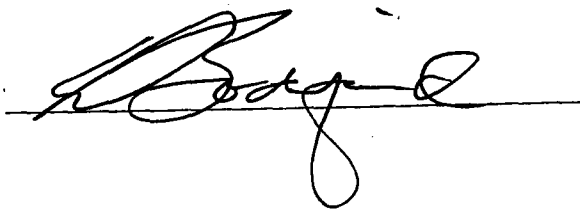
14. Any County or City may withdraw from the Authority at any time, but if a County or City does withdraw, it shall continue to be responsible for any financial or contractual obligation it has specifically assumed while it was a member of the Authority.
15. Notwithstanding the provisions of paragraph 9 herein, authorization to proceed on capital, operation, and administrative expenses by the Authority shall require a majority vote of the quorum. Approved expenses shall then become an obligation of the Authority and not an obligation of each of the Authority's member governments, unless specifically agreed to under separate agreement.
16. Admission of new member Counties and Cities to the Authority shall require a majority vote of the quorum and payment of the initial membership fee.
17. The Authority Board members representing each County or City and their alternates shall be appointed by the respective Boards of County Commissioners and City Councils to serve for specific terms.
18. A Technical Advisory Committee will be established, to be comprised of one (1) member from each private water and sewer utility and one (1) member from each local government participating in the funding of the current year's work program. The membership may be expanded at any time at the discretion of the Authority.

IN WITNESS WHEREOF, the Counties and Cities hereto have executed this Agreement on the day and year below written.

WALTON COUNTY hereby affirms that, at the duly constituted meeting of the Board of County Commissioners of the 12th day January, 1999 it approved the terms of the Agreement and the execution thereof by **Walton County** and does hereby enter into this Agreement.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
OF WALTON COUNTY, FLORIDA



A handwritten signature in cursive script, appearing to read "R. Boyd", is written over a horizontal line.



A handwritten signature in cursive script, appearing to read "Joel Paul L.", is written over a horizontal line.

The County of Okaloosa hereby affirms that, at a duly constituted meeting of the County Commission on the 2nd day of March, 1999, it approved the terms of this Agreement and the execution thereof by Okaloosa County and does hereby enter into this Agreement.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
OF OKALOOSA COUNTY



Gary J. Stanford

Gary J. Stanford, Finance Director



Dennis "Nick" Nicholson

Dennis "Nick" Nicholson, Chairman

The County of Santa Rosa hereby affirms that, at a duly constituted meeting of the County Commission on the 14th day of January, 1999, it approved the terms of this Agreement and the execution thereof by Santa Rosa County and does hereby enter into this Agreement.

**SANTA ROSA COUNTY
BOARD OF COUNTY COMMISSIONERS**

ATTEST:

Sammy Simmons

Deputy Clerk

Jim Williamson

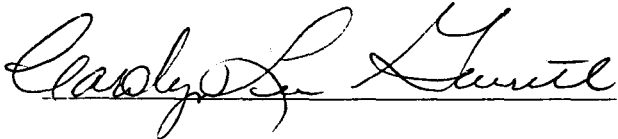
Chairman

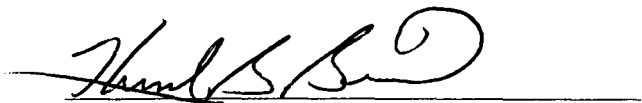
IN WITNESS WHEREOF, the Counties and Cities hereto have executed this Agreement on the day and year below written.

The **CITY OF DESTIN** hereby affirms that, at the duly constituted meeting of the Board of County Commissioners of the 19 day January, 1999 it approved the terms of the Agreement and the execution thereof by the **City of Destin** and does hereby enter into this Agreement.

ATTEST:

CITY COUNCIL OF THE CITY OF
DESTIN, FLORIDA





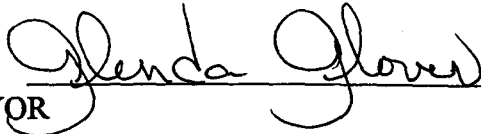
The CITY OF FORT WALTON BEACH hereby affirms that, at a duly constituted meeting of the City Council on the 26 day of January, 1999, it approved the terms of this Agreement and the execution thereof by the CITY OF FORT WALTON BEACH and does hereby enter into this Agreement.

ATTEST:

CITY COUNCIL OF THE CITY OF
FORT WALTON BEACH, FLORIDA



CITY CLERK



MAYOR

IN WITNESS WHEREOF, the Counties and Cities hereto have executed this Agreement on the day and year below written.

The **CITY OF GULF BREEZE** hereby affirms that, at the duly constituted meeting of the Board of County Commissioners of the 1st day February, 1999 it approved the terms of the Agreement and the execution thereof by the **City of Gulf Breeze** and does hereby enter into this Agreement.

ATTEST:

CITY COUNCIL OF THE CITY OF
GULF BREEZE, FLORIDA

Marita Rhodes

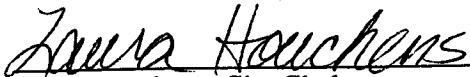
James G. Glick

IN WITNESS WHEREOF, the Counties and Cities hereto have executed this Agreement on the day and year below written.

The CITY OF MARY ESTHER hereby affirms that, at the duly constituted meeting of the Mary Esther City Council on the 15th day of February, 19 99 it approved the terms of the Agreement and the execution thereof by the City of Mary Esther and does hereby enter into this Agreement.

ATTEST:

CITY COUNCIL OF THE CITY OF
MARY ESTHER, FLORIDA



Laura Houchens, City Clerk

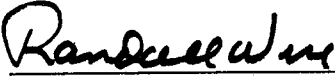


Del Dunn, Mayor

IN WITNESS WHEREOF, the Counties and Cities hereto have executed this Agreement on the day and year below written.

The **CITY OF NICEVILLE** hereby affirms that, at the duly constituted meeting of the City Council on the 9th day of March, 1999 it approved the terms of the Agreement and the execution thereof and does hereby enter into this Agreement.

ATTEST:


MAYOR


CITY CLERK