

RESOLUTION NO. 2014 - 02

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF COCONUT CREEK, FLORIDA, AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO EXECUTE THE ATTACHED INTERLOCAL AGREEMENT BETWEEN THE CITY OF COCONUT CREEK AND THE CITIES OF CORAL SPRINGS, FORT LAUDERDALE, POMPANO BEACH, AND TAMARAC TO ALLOW RESIDENTS OF EACH CITY TO USE HOUSEHOLD HAZARDOUS WASTE EVENTS HOSTED BY EACH PARTICIPATING CITY; PROVIDING AN EFFECTIVE DATE

WHEREAS, all Broward County cities had previously received Household Hazardous Waste (HHW) services from the Resource Recovery System (RRS); and

WHEREAS, with the July 2013 dissolution of the RRS, Broward County sought to enter into an Interlocal Agreement with municipalities to provide these services at a cost much greater than had been previously budgeted; and

WHEREAS, the City of Coconut Creek participated in the Southeast Florida Governmental Purchasing Co-operative Group's bid for HHW services with the cities of Coral Springs, Fort Lauderdale, Pompano Beach, and Tamarac; and

WHEREAS, the City of Coconut Creek approved an agreement with Clean Harbors Environmental Services Inc. on October 24, 2013; and

WHEREAS, the participating cities wish to make each HHW event available to residents from each participating city; and

WHEREAS, the agreement provides for event cost sharing to compensate each host city for allowing residents from all participating cities to use the events; and

WHEREAS, staff recommends entering into this Interlocal Agreement between the cities of Coral Springs, Fort Lauderdale, Pompano Beach, and Tamarac; and

WHEREAS, the City Commission believes that entering into this Interlocal Agreement for mutual use of HHW events is in the best interest of the residents and citizens of Coconut Creek;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF COCONUT CREEK, FLORIDA:

Section 1: That the City Commission has reviewed and approves the attached agreement between the City of Coconut Creek and the cities of Coral Springs, Fort Lauderdale, Pompano Beach, and Tamarac.


Section 2: That the City Manager, or designee, is hereby authorized to execute the attached agreement between the City of Coconut Creek and the cities of Coral Springs, Fort Lauderdale, Pompano Beach, and Tamarac.

Section 3: That this Resolution shall be in full force and effect immediately upon its adoption.

Adopted this 23rd day of January, 2014 on a motion


by Commissioner Sarbone and seconded by Commissioner Welch

Ayes	<u>5</u>
Nays	<u>0</u>
Absent or	
Abstaining	<u>0</u>



Rebecca A. Tooley, Mayor

Attest:



Lesley Wallace May, MMC
City Clerk

Tooley	<u>Aye</u>
Aronson	<u>Aye</u>
Sarbone	<u>Aye</u>
Belvedere	<u>Aye</u>
Welch	<u>Aye</u>

/mh
01-08-14

**INTERLOCAL AGREEMENT AMONG THE CITIES OF CORAL SPRINGS, FORT
LAUDERDALE, POMPANO BEACH, TAMARAC, AND COCONUT CREEK**

This Interlocal Agreement is entered into by and among the cities of Coral Springs, Fort Lauderdale, Pompano Beach, Tamarac, and Coconut Creek, all municipal organizations organized and existing under the laws of the State of Florida, (hereinafter referred to as "Participating Cities").

WHEREAS, a need currently exists to provide services for household hazardous waste disposal for the residents of the cities of Coral Springs, Fort Lauderdale, Pompano Beach, Tamarac and Coconut Creek; and,

WHEREAS, the Participating Cities took part in a Southeast Florida Purchasing Cooperative Request for Proposal (RFP) to secure a contractor to perform services related to the collection and disposal of household hazardous waste; and

WHEREAS, the aforementioned purchasing cooperative, through the City of Coconut Creek, awarded a contract to Clean Harbors Environmental Services, Inc. ("Contractor") to provide such services; and

WHEREAS, for use in this Interlocal Agreement, household hazardous waste (HHW) is defined as hazardous waste that is residentially generated and that consists of products that exhibit dangerous characteristics due to their reactivity, ignitability, corrosivity, toxicity, or persistence; and

WHEREAS, for the purpose of protecting the health, safety and welfare of the residents of the Participating Cities, the parties hereto intend by this Agreement to establish a program for collecting and disposing of household hazardous waste; and

WHEREAS, it has been determined that establishing a program using the collective efforts of the Participating Cities is in the best interest of all the residents of said cities; and

WHEREAS, additional Broward County cities may join the program established by this Agreement under the same terms and conditions as the Participating Cities; and

WHEREAS, establishing said program provides the most efficient method of delivering and establishing the goal of providing effective household hazardous waste disposal.

NOW, THEREFORE, in consideration of mutual covenants and premises, set forth, the Participating Cities agree as follows:

ARTICLE I

The above recitals are true and correct and are incorporated herein as if set forth in full hereunder.

ARTICLE II

By entering into this Agreement, each of the Participating Cities acknowledge that it is their intent to host a minimum of two household hazardous waste collection events ("Events") within their city each fiscal year pursuant to the terms of this Agreement, subject only to budgetary or scheduling constraints. Notwithstanding the foregoing, each Participating City must host one household hazardous waste Event per fiscal year. The date and location of each Event shall be at the sole discretion of the host municipality, provided, however, that each host municipality shall make reasonable efforts to coordinate the date(s) of their Event(s) with the other Participating Cities. It is the intent that the host Events be spaced as evenly as is feasible throughout the year and with sufficient notice so that each Participating City will have sufficient time to provide adequate notice to their residents that an Event will be taking place on a particular date, time and place.

ARTICLE III

For each Event, the host city shall provide all of the mobilization and staffing anticipated to be required for the household hazardous waste collection Event. Additionally, the host city shall provide for all required disposal and processing of the household hazardous waste collected.

ARTICLE IV

The host city shall prepare and maintain adequate and sufficient records of the costs and expenses incurred for each Event. The costs and expenses that shall be prorated amongst the Participating Cities as set forth in Article V below shall be limited to disposal and processing of all of the hazardous waste materials collected. Records shall be maintained by the host city as to the home address of each residential participant delivering household hazardous waste for disposal, whether or not they are residents of a participating city. To facilitate such record keeping, it is anticipated that each host city will require residents participating in the Event to provide the host city with proof of residency.

ARTICLE V

It is the intent of the Participating Cities that upon the completion of a host Event that the disposal and processing costs referenced in Article IV be shared amongst the Participating Cities on a pro rata percentage basis based upon the number of individual residents participating in the Event from each of the Participating Cities. In order to allocate such costs any such invoices provided by a host city shall include sufficient records of individual resident participation. In the event that a host City allows a resident(s) of a City not a party to this Agreement to dispose of HHW at their event, host City shall be responsible for all associated disposal and processing costs for such non-participating city's resident(s). Each Participating City shall pay its share of the disposal and processing costs of the Event to the host city within thirty (30) days after receipt of an invoice from host city.

ARTICLE VI

If a Participating City hosts an Event in accordance with the contract with Clean Harbors Environmental Services, Inc. prior to its execution of this Agreement and such Event is open to the other Participating Cities, the Participating Cities agree to compensate the host city for their pro rata share of disposal and processing fees in accordance with Article V above.

ARTICLE VII

The commencement date of this Interlocal Agreement shall be the date the last of the Participating Cities approves and executes same. This Interlocal Agreement shall remain in place for the initial term of the contract with Clean Harbors Environmental Services, Inc. and any subsequent renewal periods. Any Participating City may opt out of this Interlocal Agreement by giving one hundred twenty (120) days prior written notice of its option to withdraw to the other Participating Cities and payment in full of any invoices due to a host city accruing prior to or during the period of such notice. It is the intent, however, that notwithstanding the withdrawal from this Agreement of any Participating City, that this Agreement shall remain in full force and effect with respect to any remaining Participating Cities..

ARTICLE VIII

Notices given pursuant to this Interlocal Agreement among Participating Cities, including the date, time and place of host city Events shall be provided as follows:

Coconut Creek:

City Manager

City of Coconut Creek
4800 West Copans Road
Coconut Creek, FL 33063

With a copy to the City Attorney at the same address.

ARTICLE IX

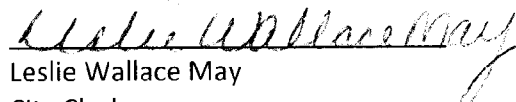
Except as expressly authorized in this Interlocal Agreement, no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Interlocal Agreement and executed by each of the Participating Cities.

ARTICLE X

Each of the Participating Cities shall comply with all Federal, State, local laws, codes, ordinances, rules, and regulations in the performance of all duties, responsibilities and obligations pursuant to this Interlocal Agreement.

CITY OF COCONUT CREEK

ATTEST:


Leslie Wallace May
City Clerk


Mary C. Blasi, City Manager

Approved as to form and legal sufficiency:


Paul Stuart, City Attorney