

M E M O R A N D U M

Date: February 25, 2014

TO: Dave Bullock, Town Manager
FROM: Juan Florensa, Public Works Director
SUBJECT: Interlocal Agreement with Manatee County for Solid Waste Disposal

The Interlocal Agreement with Manatee County for Solid Waste Disposal was presented to the Town Commission for discussion at their February 18, 2014 Regular Workshop. The Commission requested the agreement be forwarded to the March 3, 2014 Regular Meeting for formal action.

The current Interlocal Agreement with Manatee County for Solid Waste expired January 17, 2014. Manatee County is honoring the Terms and Conditions of the agreement until the proposed agreement becomes effective. Manatee County and Town staffs propose a new twenty-year contract that also provides for one additional ten-year extension.

On January 18, 1994, the Town entered into its previous solid waste disposal agreement with Manatee County. Under this agreement Manatee County agreed to accept all solid waste disposal material from both the Sarasota County and Manatee County portions of Longboat Key. The Sarasota County waste was billed at the Manatee County rate plus 25%. Tipping fees and rates were increased periodically as approved by the Manatee County Commission. The old agreement also required a payment of \$100,000 for impact fees.

The agreement extends the same provisions as the previous agreement; an 18-month termination notice provision; a 20-year term with one additional 10-year extension; notice of changes in rates and charges through a duly advertised Manatee County Commission Resolution. No impact fees are proposed in the new agreement.

The agreement has been reviewed and approved by both the Town and Manatee County Attorneys' offices.

Please let me know if I can assist further in this matter.

Attachments: Interlocal Agreement with Manatee County dated 1-18-94;
Proposed Interlocal Agreement with Manatee County for Solid Waste Disposal.

AGREEMENT

THIS AGREEMENT is made and entered into this 18th day of January, 1994, by and between the TOWN OF LONGBOAT KEY, FLORIDA, a municipal corporation organized and existing under the laws of the State of Florida, hereinafter referred to as "the TOWN," and MANATEE COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "the COUNTY."

W I T N E S S E T H

WHEREAS, Section 403.706, Florida Statutes, requires the COUNTY 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 has for many years utilized the services of the Manatee County Landfill and Manatee County's Utilities Systems and desires to continue doing so; and

WHEREAS, a portion of the TOWN lies within Manatee County and a portion of the TOWN lies within neighboring Sarasota County; and

WHEREAS, the TOWN desires to resume the disposal of that portion of its solid waste which is generated within Sarasota County at the Manatee County Landfill; and

WHEREAS, the TOWN is willing to pay an impact fee to Manatee County which reflects its additional contribution of solid waste to the Manatee County Landfill; and

WHEREAS, that portion of the TOWN'S solid waste which is generated within Sarasota County will serve to limit the capacity of the Manatee County Landfill by only approximately two (2) months over its expected remaining twenty-five (25) year life; and

WHEREAS, the COUNTY may receive Three to Five Million Dollars in tipping fees from the disposal of this additional solid waste over the next twenty (20) years; and

WHEREAS, the TOWN'S recycling program meets or exceeds state standards and acceptance of additional solid waste from the TOWN will not hinder the COUNTY'S efforts to develop a program to meet state recycling goals.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants hereinafter set forth, and other good and valuable consideration, the TOWN and the COUNTY do hereby agree as follows:

1. The COUNTY covenants to provide an approved site permitted to operate as a landfill by the Florida Department of Environmental Protection for the disposal of that portion of the TOWN'S solid waste which is generated in Sarasota County, for twenty (20) years from the effective date of this Agreement. This Agreement shall terminate at the end of said twenty (20) year period.

2. The TOWN shall pay to the COUNTY an impact fee of One Hundred Thousand Dollars (\$100,000). This impact fee is based upon 1992 figures supplied to the COUNTY by R.W. Beck and Associates, Inc. The One Hundred Thousand Dollar (\$100,000) impact fee shall be payable as follows: \$25,000.00 within thirty (30) days of the effective date of this Agreement and three (3) additional installments of \$25,000.00 each, payable upon the five (5) year,

ten (10) year, and fifteen (15) year anniversaries of this Agreement.

3. The tipping fee to be paid by the TOWN for that portion of its solid waste which is generated within Sarasota County will initially be Eighteen Dollars (\$18.00) per ton, plus a twenty-five percent (25%) surcharge. Future tipping fees shall be the regular in-County tonnage fee, as established from time-to-time pursuant to the COUNTY'S rate enactments, plus an additional twenty-five percent (25%) surcharge.

4. The portion of the TOWN'S solid waste which is generated within Sarasota County will be transported in vehicles which bear easily distinguishable and different decals from those vehicles used to transport solid waste which is generated within Manatee County. Under no circumstances will the TOWN allow any vehicle to transport a mixture of solid waste which is generated within both Manatee and Sarasota Counties.

5. The TOWN warrants that it is meeting or exceeding the current state requirements for recycling and will continue to use its best efforts to meet or exceed those requirements.

6. The TOWN agrees to and shall indemnify and hold harmless the COUNTY from any claim or legal action, including attorney fees, costs and expenses associated therewith, asserted against the COUNTY by Sarasota County or by any other interested party, arising from the TOWN'S entry into this Agreement or arising from any provision or requirement of this Agreement.

7. This Agreement may be terminated in advance of twenty (20) years by mutual written agreement of the parties. A pre-condition to advance termination of this Agreement shall be the payment by the Town of the prorated balance of the impact fee as required by paragraph 2 above.

8. This document embodies the entire agreement of the parties and may be modified only by a written amendment, duly executed by both parties.

IN WITNESS WHEREOF, the TOWN has caused these presents to be executed in its name by its Mayor and attested by its Town Clerk and the COUNTY has caused these presents to be executed in its name by the Chairman of the Board of County Commissioners and attested by the Clerk of the Circuit Court, in duplicate, on the date first above mentioned.

TOWN OF LONGBOAT KEY, FLORIDA, BY
AND THROUGH ITS TOWN COMMISSION

By: James P. Brown

Mayor

ATTEST: Norma Celentano
Deputy Town Clerk

Norma Celentano

COUNTY OF MANATEE, BY AND THROUGH
ITS BOARD OF COUNTY COMMISSIONERS

By: Stan Stephen

Chairman

1/18/94

ATTEST: R.B. SHORE
Clerk of the Circuit Court

R.B. Shore

AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 2014, by and between MANATEE COUNTY, FLORIDA, a political subdivision of the State of Florida, hereinafter referred to as the "COUNTY," and the TOWN OF LONGBOAT KEY, FLORIDA, a municipal corporation of the State of Florida, hereinafter referred to as the "TOWN."

WITNESSETH:

WHEREAS, the COUNTY owns and operates a solid waste system with facilities for the disposal, recycling and reclamation of waste, including a landfill permitted by the State of Florida (hereinafter referred to as the "COUNTY's landfill") under the authority of Sections 403.087 and 403.706, Florida Statutes, and Section 2-16-2 and Chapter 2-16, Article IV, Manatee County Code of Ordinances, as amended; and

WHEREAS, the COUNTY is governed by federal and state laws, rules and regulations, including but not limited to, Chapter 403, Part IV, Florida Statutes, as amended, applicable provisions of Title 62, Florida Administrative Code, as amended, and operating permit conditions applicable to the COUNTY's landfill; and

WHEREAS, the TOWN collects solid waste from real property located within the municipal boundaries of the TOWN as depicted on Exhibit A, attached hereto and incorporated herein, and transports such solid waste to the COUNTY's landfill for disposal; and

WHEREAS, the TOWN intends to continue collection of solid waste within its municipal boundaries and transportation of such solid waste to the COUNTY's landfill; and

WHEREAS, the municipal boundaries of the TOWN encompass real property located within Manatee County and Sarasota County, Florida; and

WHEREAS, the TOWN's solid waste collected from real property located within Sarasota County constitutes a minimal amount of solid waste disposed of at the COUNTY's landfill; and

WHEREAS, the TOWN's recycling program for solid waste meets or exceeds the state

requirements; and

WHEREAS, the TOWN, as a user of the COUNTY's landfill, is governed by federal, state and local laws, ordinances, rules and regulations, including but not limited to, Chapter 403, Part IV, Florida Statutes, as amended, applicable provisions of Title 62, Florida Administrative Code, as amended, Section 2-16-2 and Chapter 2-16, Article IV, Manatee County Code of Ordinances, as amended, and operating permit conditions applicable to the COUNTY's landfill; and

WHEREAS, the COUNTY accepted solid waste from the TOWN under an Agreement dated January 18, 1994, which expired on or about January 17, 2014; and

WHEREAS, since the expiration of the Agreement dated January 18, 1994, the COUNTY has continued to accept solid waste from the TOWN under the same conditions as set forth in said Agreement; and

WHEREAS, the COUNTY and the TOWN desire to enter into a new written agreement for the acceptance of solid waste by the COUNTY from the TOWN.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the parties agree as follows:

1. The COUNTY agrees to accept for disposal at the COUNTY's landfill solid waste from the TOWN and the TOWN agrees to transport solid waste to the COUNTY's landfill which the TOWN shall collect from the TOWN's solid waste customers within the areas depicted on Exhibit A. Such areas include real property located within Sarasota County. The TOWN shall be solely responsible for all costs and expenses associated with collection and transportation of the solid waste to the COUNTY's landfill.

2. The TOWN agrees to pay to the COUNTY on a monthly basis tipping fees and charges for disposal of solid waste at the COUNTY's landfill based on the rates for the specific types of waste established by the COUNTY's resolution for landfill fees and charges in effect at the time. The landfill tipping fees and charges for disposal of the TOWN's solid waste collected from

real property located within Manatee County shall be billed at the applicable rates listed for each type of waste within Manatee County. The landfill tipping fees and charges for disposal of the TOWN's solid waste collected from real property located within Sarasota County shall be billed at the applicable rates listed for each type of waste within Manatee County, plus an amount equal to twenty-five percent (25%) of the applicable rates listed for each type of waste within Manatee County.

3. Unless otherwise specifically provided in this Agreement, the TOWN agrees to render full payment to the COUNTY in United States funds within thirty (30) calendar days of receipt of any bills, statements, costs, expenses, rates and charges from the COUNTY.

4. The COUNTY shall provide notice of any proposed resolutions establishing or revising the COUNTY's landfill rates and charges at the time such notice is published in a newspaper of general circulation pursuant to applicable Florida law or COUNTY ordinance.

5. The COUNTY and the TOWN agree that the areas located within the municipal boundaries of the TOWN depicted on Exhibit A constitute the only areas of Manatee County and Sarasota County, Florida, from which the TOWN collects and transports solid waste. The TOWN shall not collect, accept or purchase solid waste from any other areas of Manatee County or Sarasota County, Florida, located outside the municipal boundaries of the TOWN for disposal at the COUNTY's landfill.

6. The TOWN's solid waste collected from real property located within Sarasota County shall be transported to the COUNTY's landfill in vehicles marked with decals that are easily identifiable, distinguishable and different from those vehicles transporting solid waste collected within Manatee County. The TOWN shall prohibit all vehicles from transporting a mixture of solid waste collected from real property located within both Manatee County and Sarasota County. The TOWN shall prohibit all vehicles from transporting mixed waste collected from real property located within the boundaries of the TOWN.

7. Within thirty (30) days after the commencement date of this Agreement as provided in section 15, the TOWN shall provide written notice to the COUNTY regarding the name of the company contracted by the TOWN for transportation of solid waste to the COUNTY's landfill. Except as otherwise specified in this section, the TOWN shall provide said written notice at least thirty (30) days prior to any change of the company contracted by the TOWN throughout the term of this Agreement and any renewal of this Agreement. If the TOWN contracts with a temporary replacement company due to a disaster event or immediate termination of the TOWN's contract for transportation of solid waste, the TOWN shall provide written notice regarding the name of the temporary replacement company at least forty-eight (48) hours prior to the transportation of any solid waste to the COUNTY's landfill by said temporary replacement company.

8. The TOWN represents and warrants that its recycling program for solid waste meets or exceeds the existing state requirements. The TOWN shall continue to use its best efforts to meet or exceed such requirements throughout the term of this Agreement and any renewal of this Agreement.

9. The TOWN understands and agrees that the COUNTY will not accept at the COUNTY's landfill any yard trash or other vegetation or any construction and demolition debris generated as a result of a disaster event. The TOWN shall provide alternative arrangements for disposal of such disaster debris. In addition, the TOWN shall provide alternative arrangements for disposal of all solid waste and disaster debris for any period of time that the COUNTY's landfill is closed or inaccessible as a result of a disaster event.

10. To the extent permitted by Florida law, the TOWN agrees to and shall indemnify and hold harmless the COUNTY from any claim or legal action, including attorney's fees, costs and expenses associated therewith, asserted against the COUNTY by Sarasota County or any other interested party resulting from or arising out of the TOWN's execution of this Agreement or resulting from or arising out of any provision or requirement of this Agreement.

11. It is understood and agreed that the acceptance of solid waste as set forth in this Agreement is subject to the rules, regulations, orders and permits of the U.S. Environmental Protection Agency and Florida Department of Environmental Protection and that the COUNTY's ability to accept solid waste under this Agreement is so governed. The COUNTY and the TOWN shall comply with all applicable rules, regulations, orders and permits of the U.S. Environmental Protection Agency and Florida Department of Environmental Protection.

12. The TOWN shall comply with all applicable federal, state and local laws, ordinances, rules, regulations, orders, permits and standards within the municipal boundaries of the TOWN applicable to collection and transportation of solid waste by the TOWN to the COUNTY's landfill. Such federal, state and local requirements shall include, but not be limited to, Chapter 403, Part IV, Florida Statutes, as amended, applicable provisions of Title 62, Florida Administrative Code, as amended, Section 2-16-2 and Chapter 2-16, Article IV, Manatee County Code of Ordinances, as amended, and operating permit conditions applicable to the COUNTY's landfill.

13. The COUNTY agrees that acceptance of solid waste under this Agreement shall be continuous at all times; provided, however, that disruption or interruption of operations at any time caused by an act of God, fire, strike, casualty, war, terrorism, natural disaster, accident, federal, state, regional or local governmental action or order, necessary maintenance work, breakdown of or damage to machinery, temporary loss of or interference with access to the landfill, act or omission of any federal, state, regional or local governmental authority, civil or military authority, insurrection, riot, or any cause beyond the reasonable control of the COUNTY shall not constitute a breach of this Agreement by the COUNTY, and the COUNTY shall not be liable to the TOWN or any of its customers for any claims, damages, injuries, liabilities, losses, costs or expenses resulting from such unavoidable disruption or interruption of operations. The COUNTY agrees to correct any and all disruptions or interruptions that may occur and restore operations as soon as practicable.

14. It is understood that this is not an Agreement between the COUNTY and the solid waste customers of the TOWN or the company contracted by the TOWN for collection and transportation of solid waste. Nothing in this Agreement shall be construed to convey to the TOWN any ownership interest in any portion of the assets of the COUNTY's solid waste system, including disposal, recycling or reclamation facilities or the COUNTY's landfill.

15. This Agreement shall commence upon execution by both parties and shall expire on September 30, 2034. Subject to mutual written agreement by both parties, this Agreement may be renewed for one (1) additional period of ten (10) years, commencing on October 1, 2034, and expiring on September 30, 2044. The Town Commission shall provide written notice of the TOWN's intent to renew this Agreement to the COUNTY at least eighteen (18) months prior to the expiration date of this Agreement. Upon approval of the TOWN's written renewal notice by the Board of County Commissioners, this Agreement shall be renewed for the additional ten (10) year period. If the Board of County Commissioners determines not to approve the TOWN's renewal notice, this Agreement shall terminate eighteen (18) months from such determination. In the event the COUNTY does not intend to renew this Agreement, the COUNTY shall provide written notice of such intent to the TOWN no later than eighteen (18) months prior to the expiration date of this Agreement.

16. This Agreement or any renewal of this Agreement may be canceled or terminated by mutual written consent of the parties at any time or by either party providing at least eighteen (18) months advance written notice to the other party.

17. All requests and notices required to be given by either party under this Agreement shall be in writing, addressed to the other party as follows, and delivered by certified mail, return receipt requested, or by hand delivery:

- A. COUNTY: Director
Utilities Department
Manatee County
4410 66th Street West
Bradenton, Florida 34210
- WITH COPY TO: County Administrator
Manatee County
1112 Manatee Avenue West
Bradenton, Florida 34205
- B. TOWN: Public Works Director
Town of Longboat Key
Longboat Key Public Works Department
600 General Harris Street
Longboat Key, Florida 34228
- WITH COPY TO: Town Manager
Town of Longboat Key
Longboat Key Town Hall
501 Bay Isles Road
Longboat Key, Florida 34228

Either party may, by written notice to the other party as provided above, change the address for subsequent notice.

18. Neither party shall assign this Agreement or any rights or duties under this Agreement to any other person.

19. The failure of either party to insist at any time upon the strict performance of any covenant or agreement or to exercise any option, right, power or remedy contained in this Agreement shall not be construed as a waiver or relinquishment of such covenant, agreement, option, right, power or remedy for the future. No payment by either party or receipt of payment by the other party of a lesser amount than the amount that party claims to be due shall be deemed to be other than on account of the earliest payment due, nor shall any endorsement or statement on any check or any letter accompanying any check for any payment due either party be deemed an accord and satisfaction, and either party may accept such check or payment without prejudice to that party's right to recover the balance of any payment then due or to pursue any other remedy

provided by law.

20. The parties agree that they have each participated in the drafting of this Agreement, and that the rules with respect to construing ambiguities against the drafter of a contract shall not apply in any action or litigation regarding this Agreement.

21. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

22. Unless exempt under applicable Florida law, all records in connection with this Agreement are subject to Chapter 119, Florida Statutes, as amended. The parties agree to comply with the requirements for public records set forth in Chapter 119, Florida Statutes, and other provisions of Florida law, including maintenance, access for inspection and copying, and preservation of exemptions.

23. Should any term, provision, covenant, condition, section, paragraph, sentence or portion of this Agreement be held invalid or unenforceable by any court of competent jurisdiction, the remaining terms, provisions, covenants, conditions, sections, paragraphs, sentences and portions shall, nevertheless, remain in full force and effect.

24. This Agreement sets forth all covenants, promises, agreements and understandings between the parties concerning the subject matter of this Agreement, and there are no covenants, promises, agreements or understandings, either oral or written, between the parties except as herein set forth. No subsequent alterations, amendments, changes or additions to this Agreement shall be binding upon the parties unless reduced to writing and approved and executed by the COUNTY and the TOWN with the same formality as this Agreement.

25. The Agreement between the parties dated January 18, 1994, which expired on or about January 17, 2014, is hereby rescinded in its entirety and shall have no further force or effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, by and through their duly authorized representatives, on the respective dates below.

COUNTY

Manatee County, Florida, a political subdivision of the State of Florida, acting by and through the Board of County Commissioners, with a quorum present and voting, hereby approves this Agreement on the _____ day of _____, 2014.

ATTEST: R. B. Shore
Clerk of the Circuit Court

MANATEE COUNTY, FLORIDA, a political
subdivision of the State of Florida

By: _____
Deputy Clerk

By: _____
Chairman
Board of County Commissioners

Date: _____

TOWN

The Town of Longboat Key, Florida, a municipal corporation of the State of Florida, acting by and through the Town Commission, with a quorum present and voting, hereby approves this Agreement on the _____ day of _____, 2014.

TOWN OF LONGBOAT KEY, FLORIDA,
a municipal corporation of the State of Florida

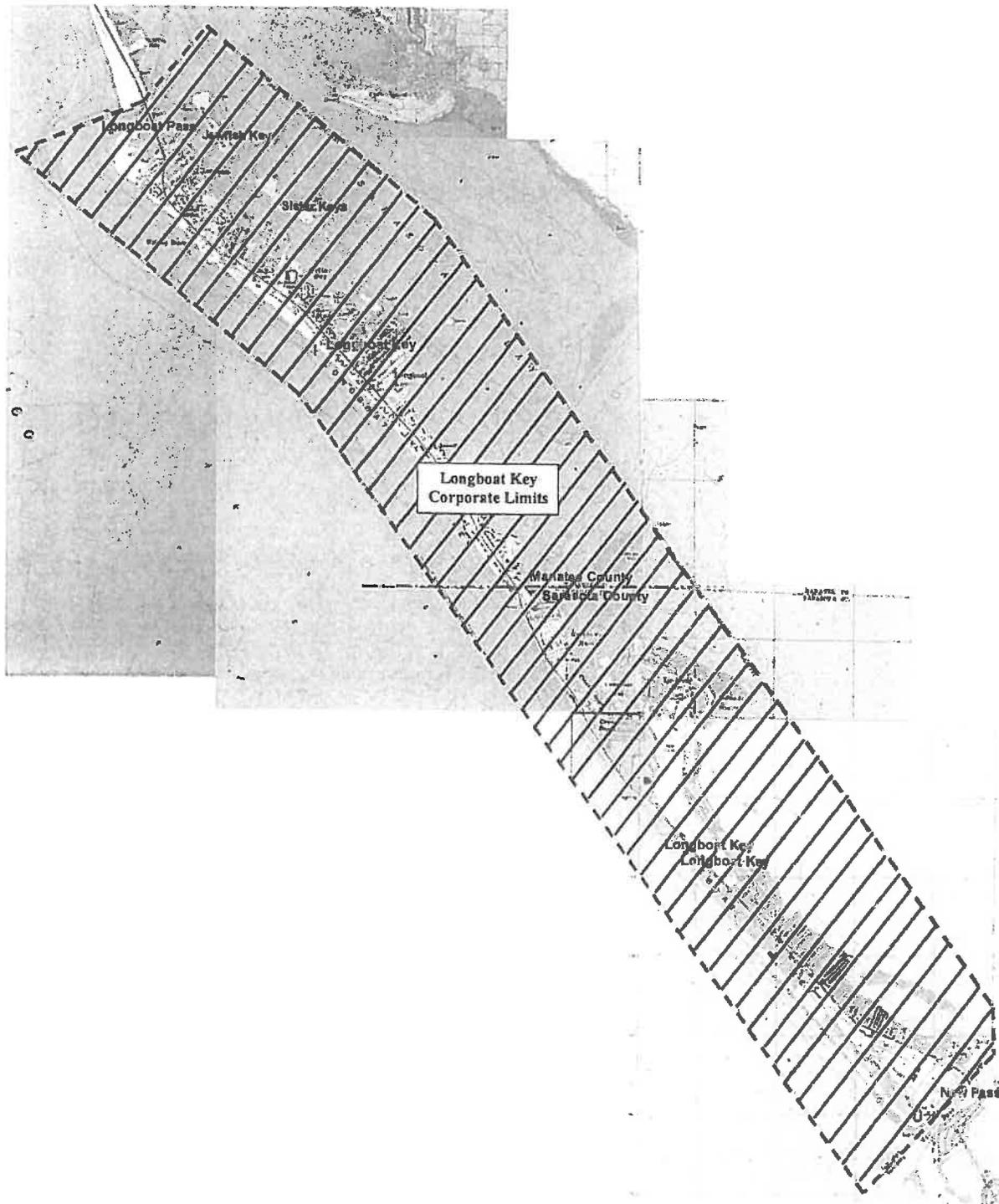
ATTEST: _____
Trish Granger, Town Clerk

By: _____
James L. Brown, Mayor

Date: _____

Approved as to Legal Form and Correctness:

Maggie D. Mooney-Portale, Esquire, Town Attorney



Not to Scale
Source: USGS Bradenton, Sarasota, and Bradenton Beach (FL) Quadrangle

Exhibit A
Town of Longboat Key
Corporate Boundaries



End of Agenda Item