

RESOLUTION NO. 2014- 219

CITY OF POMPANO BEACH
Broward County, Florida

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN INTERLOCAL AGREEMENT AMONG THE CITIES OF CORAL SPRINGS, FORT LAUDERDALE, POMPANO BEACH, TAMARAC AND COCONUT CREEK FOR COLLECTION AND DISPOSAL OF HOUSEHOLD HAZARDOUS WASTE; PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA:

SECTION 1. That an Agreement among the cities of Coral Springs, Fort Lauderdale, Pompano Beach, Tamarac and Coconut Creek for collection and disposal of household hazardous waste, a copy of which Agreement is attached hereto and incorporated by reference as if set forth in full, is hereby approved.

SECTION 2. That the proper City officials are hereby authorized to execute said Agreement among the cities of Coral Springs, Fort Lauderdale, Pompano Beach, Tamarac and Coconut Creek.

SECTION 3. This Resolution shall become effective upon passage.

PASSED AND ADOPTED this 22nd day of April, 2014.



LAMAR FISHER, MAYOR

ATTEST:

MARY L. CHAMBERS, CITY CLERK

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:

Coral Springs: Rich Michaud, Director of Public Works, City of Coral Springs, 9551 West Sample Road, Coral Springs, Florida 33065

Fort Lauderdale: Hardeep Anand, Director of Public Works, City of Fort Lauderdale, 100 N. Andrews Ave., Fort Lauderdale, Florida 33301

Pompano Beach: Robert McCaughan, Director of Public Works, City of Pompano Beach, 1205 NE 5th Ave., Pompano Beach, Florida 33060

Tamarac: Jack Strain, Director of Public Services, City of Tamarac, 6011 Nob Hill Road, Tamarac, Florida 33321

Coconut Creek: James Berkman, Director of Public Works, City of Coconut Creek, 4800 W. Copans Road, Coconut Creek, Florida 33063

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":

Witnesses:

CITY OF POMPANO BEACH

Betty J. Moun

By:

LAMAR FISHER, MAYOR

Shelley L. Bartholomew

By:

DENNIS W. BEACH, CITY MANAGER

Attest:

Mary L. Chambers

MARY L. CHAMBERS
CITY CLERK

(SEAL)

Approved As To Form:

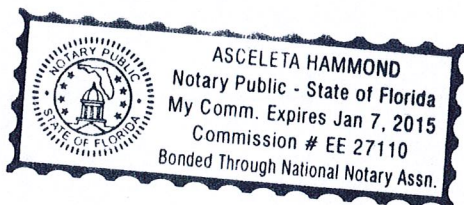
Gordon B. Linn

GORDON B. LINN
CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instruments were acknowledged before me this 5th day of May, 2014 by **LAMAR FISHER** as Mayor, **DENNIS W. BEACH** as City Manager and **MARY L. CHAMBERS**, City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who are personally known to me.

NOTARY'S SEAL:



Asceletha Hammond
NOTARY PUBLIC, STATE OF FLORIDA

Asceletha Hammond

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number