

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

This Interlocal Agreement is entered into among the cities of Coral Springs, Fort Lauderdale, Pompano Beach, Tamarac, and Coconut Creek, 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 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 herein Interlocal Agreement establishes 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 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

Each of the Participating Cities shall host a minimum of two household hazardous waste collection events within the term of this Interlocal Agreement. The date and location of each event shall be at the sole discretion of the host municipality. However, each host municipality shall make reasonable attempts to coordinate the dates of each event with other participating cities. It is the intent that the host events be spaced as evenly as is feasible and with sufficient notice so that each participating city can provide adequate notice to their residents that an event will be taking place at 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. These costs and expenses shall be limited to mobilization, staffing, disposal and processing of all of the hazardous waste materials collected. Records shall also be maintained as to the home address of the residents delivering household hazardous waste for disposal. In this regard, it is anticipated that each of said residents 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 predicated upon the number of individual residents participating from each of the Participating Cities. It is further the intent of the Participating Cities that any such invoices provided by a host city include sufficient records of individual resident participation. In the event that a host City allows a resident(s) of a non-participating City to dispose of HHW at their event, host City shall be responsible for associated disposal and processing costs for such resident(s).

ARTICLE VI

If a Participating City hosts an event in accordance with the agreement with Clean Harbors Environmental Services, Inc. prior to executing this agreement and such event is open to the other Participating Cities, the Participating Cities agree to compensate the host city for its 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 the herein Interlocal Agreement. This Interlocal Agreement shall remain in place for the initial term of the contract with Clean Harbors Environmental Services, Inc. and all subsequent renewal periods. Any Participating City may opt out of this Interlocal Agreement upon giving one hundred twenty (120) days prior written notice to the other Participating Cities. It is the intent, however, that the remaining Participating Cities shall remain parties to the herein Interlocal Agreement.

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: (NOTE: The name of the individual and contact information should be inserted here)

Fort Lauderdale:

Pompano Beach:

Tamarac:

Coconut Creek:

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 of similar formality as this Interlocal Agreement as executed by 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.

(NOTE: SIGNATURES FOR EACH OF THE PARTICIPATING CITIES AND THE FORM THEY USE NEED TO BE INSERTED HERE)