

VILLAGE OF ROYAL PALM BEACH
Agenda Item Summary

AGENDA ITEM: Approval and authorization for Mayor to execute “Interlocal Agreement for the Delivery of Municipal Solid Waste to Designated Facilities and for a Municipal Revenue Sharing Recycling Program” by and between the Solid Waste Authority of Palm Beach County and the Village of Royal Palm Beach.

ISSUE:

Chapter 403 Part IV, *Florida Statutes* encourages counties to enter into Interlocal agreements with municipalities to establish recycling programs, carry out recycling activities and to set out the terms of this coordinated program. The Village desires to work in cooperation with the Authority to continue a municipal recycling program toward achievement and maintenance of the State recycling goal and the requirements of Chapter 403, Part IV, *Florida Statutes*. Once this agreement is executed by the parties, the new agreement will rescind and supersede the previous interlocal agreement with SWA.

RECOMMENDED ACTION: Motion to Approve

Initiator	Village Manager Approval	Agenda Date	Village Council Action
Village Manager		09/17/09	

**INTERLOCAL AGREEMENT FOR THE DELIVERY OF MUNICIPAL SOLID WASTE
TO DESIGNATED FACILITIES AND FOR A MUNICIPAL REVENUE SHARING
RECYCLING PROGRAM**

THIS AGREEMENT, made and entered into this __ day of _____, 2009 by and between the **SOLID WASTE AUTHORITY OF PALM BEACH COUNTY**, a dependent special district created pursuant to Chapter 2001-331, Laws of Florida, as amended, hereinafter called "Authority", and the **VILLAGE OF ROYAL PALM BEACH**, a municipal corporation, chartered and organized in accordance with the laws of the State of Florida, hereinafter called the "Village".

WITNESSETH:

WHEREAS, the Authority has been empowered by law to carry out the powers, obligations and requirements in Palm Beach County, Florida, prescribed to a "county" pursuant to the provisions of Chapter 403, Part IV, *Florida Statutes*; and

WHEREAS, Chapter 403, Part IV, *Florida Statutes* encourages counties to enter into Interlocal Agreements with municipalities to establish recycling programs and carry out recycling activities; and

WHEREAS, the Village desires to work in cooperation with the Authority to continue a municipal recycling program toward achievement and maintenance of the State recycling goal and the requirements of Chapter 403, Part IV, *Florida Statutes*; and

WHEREAS, the Village provides for the collection of Solid Waste from the residents and businesses and Residential Recovered Materials within its boundaries and recognizes the need for safe and sanitary processing and disposal of Solid Waste and Residential Recovered Materials; and

WHEREAS, the Village wishes to participate in a coordinated County-wide program for the management of hazardous waste and control of Solid Waste processing and disposal and residential recycling participation in cooperation with federal, state, and local agencies responsible for the prevention, control, or abatement of air, water, and land pollution; and

WHEREAS, the Authority and the Village wish to enter into this Interlocal Agreement to set out the terms of this coordinated program;

NOW, THEREFORE, in consideration of the mutual covenants and promises hereinafter contained to be kept and performed by the parties hereto, and for the mutual benefit of the Village, its constituents and the Authority, it is agreed as follows:

1. Purpose

The purpose of this Agreement is to set forth the terms and conditions for the delivery of municipal Solid Waste to Designated Facilities and for the operation of a recycling program between the Authority and the Village in this combined agreement which upon execution by both parties shall automatically rescind the **INTERLOCAL AGREEMENT FOR THE DELIVERY OF MUNICIPAL SOLID WASTE TO DESIGNATED FACILITIES AND FOR A MUNICIPAL RECYCLING PROGRAM** and shall become effective upon filing with the Clerk of the Courts in accordance with Chapter 163, *Florida Statutes*.

2. Delivery

The Village agrees that all Solid Waste and Residential Recovered Materials collected by or on behalf of the Village shall be disposed of at a Designated Facility in accordance with this Agreement.

3. Information

The Village agrees to cooperate with the Authority to provide all necessary and required information to the Authority in a timely manner so that it can be determined if the Village's Solid Waste and Residential Recovered Materials are being delivered to a Designated Facility.

4. Revenue Sharing

The Authority agrees to pay the Village a minimum of 50% of the Net Revenues earned from the sale of Residential Recovered Materials attributable to the Village on a quarterly basis. The actual percentage will be determined annually through the Authority's budget process. Net Revenues are defined as Recovered Residential Materials Revenue less Processing Cost. The Net Revenue distribution formula will be based on Equivalent Residential Units (ERU's) serviced by the Village in relation to the total number of these units for all county municipalities less the ERU's serviced by participating Self Haul Cities or on the actual amount delivered for municipalities that haul their own material. (see Ex. A.)

5. Facility Availability

The Authority agrees to maintain its disposal facilities to ensure adequate capacity for the Village's Solid Waste and Residential Recovered Materials and to operate within all applicable local, state and federal environmental guidelines.

6. Compliance with Zoning Ordinances

Any transfer and/or disposal of Solid Waste and Residential Recovered Materials shall be undertaken in a location suitable and adequate for such activity and shall comply with all local zoning ordinances and any other applicable local and state statutes, ordinances and regulations.

The Village further agrees to use its best efforts to amend or modify its appropriate zoning, building, or land development code to require new multi-family or commercial developments to provide adequate space for recycling containers.

7. Collection of Recyclable Material

Individual residents/homeowners shall be encouraged by the Village to separate their Solid Waste into Recyclable Material and non-Recyclable Material. Each residential unit or combination of units will receive the appropriate type and number of reusable containers, in accordance with the countywide recycling program, into which Residential Recovered Materials will be deposited.

The Authority retains the right to modify the manner in which materials are set out for collection with proper notice to the Village.

The Authority reserves the right to add or delete allowable Recyclable Materials and when doing so will provide the Village with sufficient notice to make those changes.

8. Commercial Recycling Revenue Share

As a further incentive for the Village to actively pursue commercial recycling, the Authority and the Village may enter into a separate agreement to provide for payment to the Village for certain high quality separated materials. Types of commercial recyclable materials eligible for payment shall be determined by the Authority.

9. Improperly Prepared Residential Recovered Materials

The Village will make every reasonable effort to ensure that the collector picks up all Residential Recovered Materials and delivers Acceptable Loads to a Designated Facility.

As a means of strengthening the Village's ability to have its collector fulfill the Village's recycling needs, the Village agrees to notify and consult with the Authority when preparing the Village's future request for collection franchise bids.

It shall be the responsibility of the Village or its collector to contact residents or businesses that repeatedly place improperly sorted materials in their designated container and inform and encourage them to properly sort materials. If the problem persists, the Village shall notify the Authority, who shall then assist the Village in resolving the problem.

10. Recycling Containers

The Authority shall provide yellow and blue eighteen (18) and ninety-six (96) gallon recycling containers. The yellow and blue colors reflect a consistent educational advertising effort through TV commercials, newsprint, radio, mailer, or other source. The Authority will periodically replace these containers at its cost to allow for normal wear and tear.

It is the Village's responsibility to make sure it or its collection contractor has equipment compatible to provide proper collection of these recycling containers without damage. The Village or its collection contractor shall be responsible for replacement of any recycling container(s) damaged during service at no additional cost to the Authority.

12. Unacceptable Loads

In the event that a load of supposed Residential Recovered Materials delivered to a Designated Facility when dumped contains:

- 1) In total less than 88% by volume Recyclable Material or
- 2) the Container Recyclable Material load contains less than 88% Container Recyclable Material or
- 3) the Fiber Material load contains less than 95% Fiber Material, then

it shall be deemed an Unacceptable Load and the Authority has the right to reject the load and to charge the Village the full disposal fee for each ton within the load. In the event that the same vehicle delivers subsequent Unacceptable Loads, the Village shall also be penalized a base fine of \$250 times the number of offenses (Example: fourth offense = \$1,000.00).

13. Promotion and Education Responsibilities

The Authority will provide recycling bins/containers and assist in promoting and educating residents within the Village in an effort to work together and increase recyclable tonnages.

14. Scavenging

The Village will take such action as is necessary and reasonable to ensure against and prevent scavenging and unauthorized removal of such recyclables within the jurisdiction of the Village.

15. Term

This Agreement shall begin on the later of its effective date or October 1, 2009 and continue through September 30, 2014 and shall automatically be renewed for successive five (5) year periods. Either party may terminate this agreement on any renewal date by providing written notice to the other party by the preceding April 30th. Notwithstanding termination, any rights or duties imposed by law shall remain in effect.

16. Change in Law

In the event any change in law abrogates or modifies any provisions or applications of this Agreement, the parties hereto agree to enter into good faith negotiations and use their best efforts to reach a mutually acceptable modification of this Agreement.

17. Notices.

All formal notices affecting the provisions of this Agreement shall be delivered in person or be sent by registered or certified mail to the individual designated below, until such time as either party furnishes the other party written instructions to contact another individual,

For the Authority:	For the Village:
Solid Waste Authority of Palm Beach County 7501 North Jog Road West Palm Beach, Florida 33412 Attention: Executive Director	Village of Royal Palm Beach 1050 Royal Palm Beach Blvd. Royal Palm Beach, FL 33411 Attention: Village Manager

18. Severability

If any clause, section, or provision of this Agreement shall be declared to be unconstitutional, invalid or unenforceable for any cause or reason, or is abrogated or negated by a change in law, the same shall be eliminated from this Agreement, and the remaining portion of this Agreement shall be in full force and effect and be valid as if such invalid portions thereof had not been incorporated herein.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement effective as of the later of October 1, 2009 or the day and year first above written:

WITNESSES:

As to the Authority:
SOLID WASTE AUTHORITY OF
PALM BEACH COUNTY

Mark Hammond, Executive Director

ATTEST:

SOLID WASTE AUTHORITY OF
PALM BEACH COUNTY

Sandra J. Vassalotti, Clerk to the Authority

As to the VILLAGE:

ATTEST:

VILLAGE OF ROYAL PALM BEACH

Diane DiSanto, Village Clerk

David Lodwick, Mayor

(Affix Municipal Seal)

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

Legal Counsel
Solid Waste Authority of Palm Beach County

Trela J. White, Village Attorney

Date: _____

Date: _____

Recovered Materials Revenue Sharing Program

Definitions:

Acceptable Load – Any load of otherwise Residential Recovered Material that contains no Prohibited Material and a minimum of 88% Recyclable Material in total, the containerized material component contains a minimum of 88% Container Recyclable Material and the fiber component contains a minimum of 95% Fiber Material.

Acceptable Material – Container Material and Fiber

Container Recyclable Material - Includes aluminum cans, foil and pans; aseptic containers; gable-topped containers; glass bottles and jars (green, brown and clear); and plastic containers #1-7 (except Styrofoam). Upon commencement of operation of the new RMPF (est. 10/09) steel cans may be added to this category.

Combined Haul City – A political subdivision that has executed this Agreement and delivers its Residential Recovered Materials to the Authority along with Residential Recovered Materials collected from residential properties from other political subdivisions participating in the Revenue Sharing program.

Designated Facility – The Authority's RMPF, RMRF, any SWA owned and operated transfer station or any other facility specifically authorized by the SWA.

Equivalent Residential Unit (ERU) – Single Family and Mobile Homes equal 1 ERU, Multi-Family Homes equal .75 ERUs.

Fiber Material – Includes newspapers (including inserts); magazines and catalogs; phone books; corrugated cardboard; and kraft bags. Upon commencement of operation of the new RMPF (est. 10/09) Residential Mixed Paper may be added to this category.

Net Revenue - Recovered Residential Materials Revenue minus Processing Cost

Processing Cost - RMPF Operator's Fee

Prohibited Material - Hazardous, medical or biological waste

Recyclable Material - Includes Container Recyclable Material and Fiber

Residential Mixed Paper - Includes cereal boxes and junk mail

Recovered Residential Materials Revenue - Total earned revenue from the sale of Residential Recovered Materials

Residential Recovered Materials - Acceptable Materials collected from residential units less Unacceptable Materials and Prohibited Materials delivered to the Authority's Designated Facilities

Revenue Share – Approved percentage to be applied to Net Revenue for payment to participants. The minimum shall be 50%.

Recovered Materials Processing Facility (RMPPF) – A new facility that will replace the RMRF. Estimated date of operation is 10/1/2009.

Residential Materials Recycling Facility (RMRF) – The existing Residential Materials Recycling Facility. A replacement facility (RMPPF) is under construction and expected to be operational on or about October, 2009.

Self Haul City – A political subdivision that has executed this Agreement and collects its own Residential Recovered Materials and no other material and delivers it to the Authority or who uses a private contractor that collects its Residential Recovered Materials and no other material on dedicated routes and can positively demonstrate that they have collected and are delivering only that jurisdiction's Residential Recovered Materials to the Authority.

Solid Waste . Solid waste means garbage, sewage, sludge, septage, rubbish, refuse, and other discarded solid or liquid materials resulting from domestic, industrial, commercial, agricultural, and governmental operations, but does not include solid or dissolved materials in domestic sewage, storm drainage, or other significant pollutants in water resources, such as silt, dissolved or suspended solids in industrial wastewater effluents, dissolved materials in irrigation return flows, or other common water pollutants.

Unacceptable Material - Any material other than Acceptable Material and Prohibited Material

Revenue Share Calculations

The Net Revenues to be shared will consist of the Recovered Residential Materials Revenues received by the Authority for each quarter less the Processing Cost for that quarter. That amount will be divided by the total tons received to determine an average price per ton and then multiplied by the adopted annual revenue share percentage (minimum 50%) to set the program price to be paid for the quarter.

Each participating municipality will either be classified as a Self Haul City or a Combined Haul City. Self Haul Cities will receive a revenue share based on the actual weight of Acceptable Loads delivered to an approved facility. The others will share the balance of those revenues in proportion with their total ERU's serviced in comparison to the totals for all cities in Palm Beach County except the Self Haul Cities.

Participating entities will be required to sign an ILA that automatically renews at the end of each term. Either party may terminate the ILA early effective any renewal date with a minimum of five months notice.

The Authority will continue to provide the necessary bins and ongoing education and advertising as provided in this Agreement.