

**INTERLOCAL AGREEMENT BETWEEN
COLLIER COUNTY AND THE CITY OF MARCO ISLAND
REGARDING RECYCLING**

THIS INTERLOCAL AGREEMENT (“Agreement”) is made and entered into as of this 12th day of October, 2010, by and between Collier County, Florida (“County”) and the City of Marco Island, Florida (“City”).

RECITALS:

WHEREAS, Collier County owns and operates the Collier County Landfill, a valuable asset with limited disposal capacity; and

WHEREAS, the County has developed a Recycling Ordinance No. 2004-50, as amended by Ordinance 2009-56 (“the County Recycling Ordinance”), and the County Recycling Ordinance encourages the municipalities in Collier County to adopt and implement recycling programs, and

WHEREAS, the businesses and residents of the City use the Collier County Landfill to dispose of Municipal Solid Waste; and

WHEREAS, the City and County wish to promote recycling to save energy, and natural resources, and to provide useful products, in addition to helping ensure that valuable and limited disposal capacity of the County’s Landfill is conserved; and

WHEREAS, the City finds it is necessary for the protection of the public health, safety, and welfare of City residents to require the recycling of recyclable materials generated on non-residential property, multi-family residential property, at temporary events and venue facilities; and

WHEREAS, Collier County and the City wish to enter into an interlocal agreement in the manner set forth below.

WITNESSETH:

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration exchanged amongst the parties, and in consideration of the covenants contained herein, the City and County agree as follows:

1. All of the above RECITALS are true and correct and are hereby expressly incorporated herein by reference as if set forth fully below.

2. The City agrees to adopt the County Recycling Ordinance, as amended and that all future amendments to the County Recycling Ordinance will include the City within its enforcement boundaries unless it advises otherwise in advance of the County's adoption of the amendment.

3. City residents shall be afforded the same rights and privileges as those granted to County residents to utilize all Solid Waste facilities, and shall pay the same fees and have access to the same services as County residents.

4. The City may limit the time of the day, as set forth in the County Recycling Ordinance in Section 18 (J), during which collection services may be provided if agreed to by the County Manager and not in conflict with any provision in an existing or future franchise agreement between the County and a Recycling Contractor.

5. The administration of recycling rules and standards for "temporary events" as set forth in Section 9 of the County Recycling Ordinance will be interpreted and administered by the City as part of its Temporary Use Permit process; the City specifically agrees to adhere to Section 9 (E), (G) and (H) as it may be amended or renumbered, with the understanding that self-hauling certificates will be retained by the City for inspection by the County at any time.

6. Section 8 (B) of the County Recycling Ordinance, requiring signage for multi-family container locations shall apply to the City in accordance with Marco Island sign standards.

7. The City Manager or designee, rather than the County Manager, shall make the final determinations of exemptions and administrative variances under Sections 11 and 21 of the County Recycling Ordinance; the County agrees that it will consult on any issue involving an exemption or variance as requested by the City. The County will provide compliance support to the City, as requested on a case-by-case basis.

8. City acknowledges and understands that this agreement may be terminated by either party upon one-year notice. Termination of this agreement or the failure of the City to opt out to a future amendment of the County's Recycling Ordinance may impact the City's commercial trash disposal rates.

9. All notices required or provided under this Agreement shall be directed to the following offices:

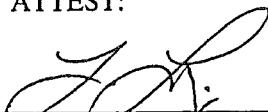
For the County: Office of the County Manager
3301 East Tamiami Trail
Naples, Florida 34112

For the City: Office of the City Manager
50 Bald Eagle Dr.
Marco Island, Florida 34145

10. With respect to the subject matter herein, this Agreement is the entire agreement between the parties, superseding all previous oral and written representations, understandings, and agreements between the parties. This Agreement can only be changed by a writing signed by both parties. The County shall record this Agreement at its sole cost in the Public Records of Collier County.

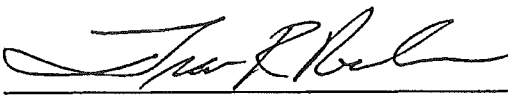
IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

ATTEST:



Laura Litzan, City Clerk

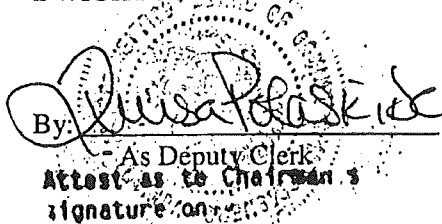
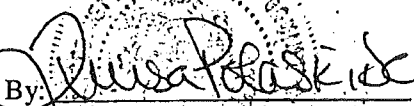
CITY OF MARCO ISLAND, FLORIDA

By: 

Frank Recker, Chairman

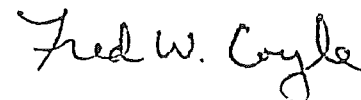
ATTEST:

DWIGHT E. BROCK, Clerk


By: 

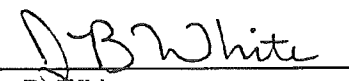
As Deputy Clerk
Attest as to Chairman's
signature on _____

BOARD OF COMMISSIONERS
COLLIER COUNTY, FLORIDA

By: 

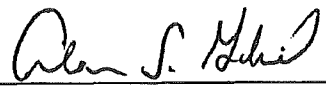
FRED W. COYLE, CHAIRMAN

Approved as to form and
legal sufficiency:

By: 

Jennifer B. White
Assistant County Attorney

Approved as to form and
legal sufficiency:

By: 

Alan L. Gabriel
City Attorney