
MEMORANDUM

TO: GREGORY J. ORAVEC, CITY MANAGER
THRU: ROGER G. ORR, CITY ATTORNEY *RO*
FROM: STEFANIE ANN BESKOVOYNE, ASSISTANT CITY ATTORNEY *SB*
DATE: OCTOBER 4, 2012
SUBJECT: TERMINATION OF INTERLOCAL AGREEMENT / COUNTY LANDFILL

On December 19, 1994, St. Lucie County ("County") and the City of Port St Lucie Utility Systems Department ("City") entered into an Interlocal agreement recorded in the Official Records of St. Lucie County at Book 094, Page 0897, which provided for the use of the County's landfill. Said Agreement was entered into pursuant to Section 163.01 of the Florida Statutes. The County granted to the Utility the nonexclusive right to use the landfill for the disposal of garbage and trash. The City requested the agreement be terminated and the County did not object, as this Agreement is obsolete.

The following agreement serves to terminate the 1994 Interlocal Agreement between the City and the County.

Please place this item on the Consent Agenda of the next available Council agenda for approval by City Council.

SAB/dmf
Attach.

RECEIVED
OCT 05 2012
City Manager's Office

TERMINATION OF INTERLOCAL AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____, 2012, by and between St. Lucie County, a political subdivision of the State of Florida, ("County"), and the City of Port St. Lucie, a Florida municipal corporation ("City").

WHEREAS, the City Utility Systems Department and the County entered into an Interlocal Agreement dated the 19th day of December, 1994, recorded in the Official Records of St Lucie County at Book 094, Page 0897. A copy of said agreement being attached hereto as Exhibit A; and

WHEREAS, the City and the County agree that it is in the best interest of the County and the City to terminate the Interlocal Agreement.

NOW, THEREFORE,

1. The recitations set forth herein are true and correct.
2. That certain Interlocal Agreement by and between the County (Exhibit A hereto), and the City, be and the same is hereby terminated effective the _____ day of _____, 2012.

ATTEST:

ST. LUCIE COUNTY, a political
subdivision of the State of Florida

Print Name: _____
Title: _____

By: _____
Print Name: _____
Title: _____

APPROVED AS TO FORM:

Daniel McIntyre, County Attorney

ATTEST:

CITY OF PORT ST. LUCIE,
a Florida municipal corporation

Karen A. Phillips, City Clerk

By: _____
JoAnn M. Faiella, Mayor

APPROVED AS TO FORM:



Roger G. Orr, City Attorney

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by the Board of County Commissioners and as may from time to time be amended. Failure to timely remit the monthly charge as determined by the County shall be grounds for cancellation of this Agreement without further notice and for revocation of Utilitie's right to use the Landfill.

b. Utility shall only use the Landfill for the disposal of garbage and trash generated within the geographic boundaries of St. Lucie County, Florida.

c. Utility agrees that it will not knowingly dispose of or place at the landfill any hazardous or poisonous waste of other material; or of any septage or sledge; or any other material the disposal or placement of which would violate applicable local, state, or federal permits, regulations, or laws.

d. Utility shall comply with the provisions of all permits, rules, regulations, laws, and ordinances adopted or issued by the County, State of Florida, or the United States and applicable tot he Landfill. The violation of any applicable permit, rule, regulation, law, or ordinance shall be grounds upon five (5) days written notice to Utility, for cancellation of this Agreement and revocation of Utilitie's right to sue the Landfill and maintain a Landfill account.

4. The County shall have the right to terminate this Agreement for any reason upon sixty (60) days prior written notice to Utility.

5. This Agreement sets forth the full relationship between the parties. Collection or other services performed by Utility are not subject to County supervision.

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6. Utility hereby releases the County from all liability and shall indemnify and hold the County, its agents, and employees harmless from any and all claims and causes of action for loss of property, accident, personal injury or death by reason of any act or omission of Utility, its agents, or employees in the use of the Landfill and for all claims and causes of action for violation of any local, state, or federal permits, regulations of laws due to the placement or disposal of hazardous or poisonous waste or other material at the County Landfill by reason of any act or omission of Utility, its agent, or employees in the use of the Landfill.

7. This Agreement embodies the whole understanding of the parties. There are no promises, terms, conditions or obligations other than those contained herein; and this Agreement shall supersede all previous communications, representatives, or agreements, either verbal or written, between the parties hereto.

8. This Agreement may only be amended by a written document signed by both parties and filed with the Clerk of the Circuit Court of St. Lucie County, Florida.

9. This Agreement shall be filed with the clerk of Circuit Court of St. Lucie County, Florida, prior to its effectiveness.

IN WITNESS WHEREOF the parties hereto have caused the execution hereof by duly authorized officials on the dates stated below.

ATTEST:

Patte Raffensberger
Patricia A. Crevelli

BOARD OF COUNTY COMMISSIONERS
ST. LUCIE COUNTY FLORIDA
BY: [Signature]
COUNTY ADMINISTRATOR

DATE: _____

APPROVED AS TO FORM AND
CORRECTNESS:

[Signature]
COUNTY ATTORNEY

City of Pt. St. Lucie Utility Systems

Dept. [Signature]
BY: Cliff Burgum

ATTEST:

[Signature]
Christine Rappi

TITLE: Director, Utility Systems
DATE: 12/19/94