

INTERLOCAL AGREEMENT

THIS AGREEMENT, entered into by and between Walton County, (hereinafter, County), and the City of DeFuniak Springs, (hereinafter, City), each in consideration of the mutual covenants and conditions contained herein, agree as follows:

WITNESSETH

WHEREAS, the City and County have recognized the rapidly escalating costs of solid waste disposal in Walton County, and

WHEREAS, the use of general revenue funds to cover solid waste disposal costs is no longer available under Florida law, and

WHEREAS, the City is presently using the Walton County Landfill for its solid waste disposal, and

WHEREAS, the County has recently adopted Ordinance 94-16 which imposes a 1 cent sales tax as provided by the provisions of Florida Statute 212.055(3) and

WHEREAS, it is in the best interests of the citizens of the City and the citizens of the County, respectively, to enter into an Interlocal Agreement which will govern the distribution of the sales tax proceeds generated by the above mentioned ordinance,

NOW THEREFORE, the parties do hereby agree as follows:

1. The City will continue to collect all solid waste except construction and demolition debris (C&D) and tires weekly within the city limits of DeFuniak Springs and be responsible for disposal of same at the Walton County Landfill.

2. The City in return for the above mentioned collection and disposal will receive monthly from the County the sum of \$8.50 per residential unit for all solid

waste except C&D and tires collected within the City by the 15th of the following month.

3. The County further agrees that no tipping fee will be assessed on any solid waste except C&D and tires generated which is taken to the Walton County Landfill, by the City.

4. It is understood and agreed between the parties that there is presently no "green boxes" within the City of DeFuniak Springs nor will such boxes be placed within the City during the term of this agreement unless mutually agreed upon between the parties.

5. The City, in return for the above mentioned agreements by the County, agrees that all of the sales tax proceeds generated within the City limits of DeFuniak Springs during the term of this agreement to which the City of DeFuniak Springs may be legally entitled, shall be turned over forthwith upon receipt to the County, subject to the provisions herein.

6. It is understood between the parties that at the end of each and every fiscal year, during the term of this agreement, any funds remaining from the aforementioned sales tax collection shall be distributed pursuant to the Department of Revenue's sales tax distribution formula in effect at the time of the distribution.

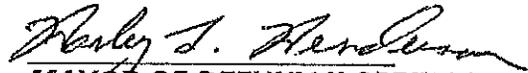
7. It is understood and agreed that any and all funds collected under the aforementioned sales tax and expended by Walton County at any time prior to disbursement of the escrowed funds shall be for solid waste disposal purposes only.

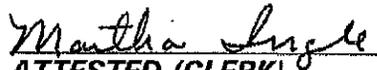
8. This agreement shall commence on the date of execution below and continue until 12:00 midnight on September 30, 1996.

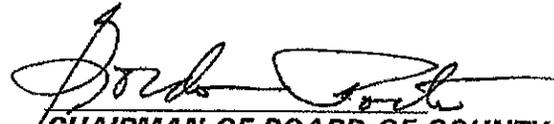
9. Notwithstanding the aforementioned termination, however, this agreement shall automatically renew for an additional 12 month period, until and unless 60 days written notice is received by either party from the other prior to the expiration of any fiscal year.

DATED this 31st day of January, 1995.


ATTESTED (CLERK)


MAYOR OF DEFUNIAK SPRINGS


ATTESTED (CLERK)


CHAIRMAN OF BOARD OF COUNTY
COMMISSIONERS



INTERLOCAL AGREEMENT

THIS AGREEMENT, entered into by and between Walton County, (hereinafter, County), and the City of Freeport, (hereinafter, City), each in consideration of the mutual covenants and conditions contained herein, agree as follows:

WITNESSETH

WHEREAS, the City and County have recognized the rapidly escalating costs of solid waste disposal in Walton County, and

WHEREAS, the use of general revenue funds to cover solid waste disposal costs is no longer available under Florida law, and

WHEREAS, the City is presently using the Walton County Landfill for its solid waste disposal, and

WHEREAS, the County has recently adopted Ordinance 94-16 which imposes a 1 cent sales tax as provided by the provisions of Florida Statute 212.055(3), and

WHEREAS, it is in the best interests of the citizens of the City and the citizens of the County, respectively, to enter into an Interlocal Agreement which will govern the distribution of the sales tax proceeds generated by the above mentioned ordinance,

NOW THEREFORE, the parties do hereby agree as follows:

- 1. The County agrees to provide the City a repository for its solid waste disposal, known as the Walton County Landfill.*

2. *The County further agrees to provide weekly pick-up for each and every residential unit located within the City, through the designated franchisee of the City of Freeport.*

3. *The County further agrees that no tipping fee will be assessed on any solid waste generated within the city of Freeport, except construction and demolition debris (C&D) and tires which is taken to the Walton County Landfill, by a resident of the City of Freeport.*

4. *The parties agree that the County, at its own expense, shall remove the "green box" presently located adjacent to City Hall in the City of Freeport, Florida.*

5. *The parties agree that following removal of the aforementioned "green box" there shall be no "green box" located within the City limits, unless mutually agreed upon by the parties.*

6. *The City, in return for the above mentioned agreements by the County, agrees that all of the sales tax proceeds generated within the city limits of Freeport during the term of this agreement to which the City of Freeport may be legally entitled, shall be turned over forthwith upon receipt to the County, subject to the provisions herein.*

7. *It is understood between the parties that at the end of each and every fiscal year, during the term of this agreement, any funds remaining from the aforementioned sales tax collection shall be distributed pursuant to the Department of Revenue's sales tax distribution formula in effect at the time of the distribution.*

8. *It is understood and agreed that any and all funds collected under the aforementioned sales tax and expended by Walton County at any time prior to*

disbursement of the escrowed funds shall be for solid waste disposal purposes only.

9. *This agreement shall commence on the date of execution below and continue until 12:00 midnight on September 30, 1996.*

10. *Notwithstanding the aforementioned termination, however, this agreement shall automatically renew for an additional 12 month period, until and unless 60 days written notice is received by either party from the other prior to the expiration of any fiscal year.*

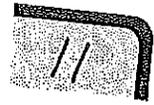
DATED this 31st day of January, 1995.

Liebe Price
ATTESTED (CLERK)

J. Mans
MAYOR OF FREEPORT

Martha Ingle
ATTESTED (CLERK)

D. R. South
CHAIRMAN OF BOARD OF COUNTY
COMMISSIONERS



INTERLOCAL AGREEMENT

THIS AGREEMENT, entered into by and between Walton County, (hereinafter, County), and the City of Paxton, (hereinafter, City), each in consideration of the mutual covenants and conditions contained herein, agree as follows:

WITNESSETH

WHEREAS, the City and County have recognized the rapidly escalating costs of solid waste disposal in Walton County, and

WHEREAS, the use of general revenue funds to cover solid waste disposal costs is no longer available under Florida law, and

WHEREAS, the City is presently using the Walton County Landfill for its solid waste disposal, and

WHEREAS, the County has recently adopted Ordinance 94-16 which imposes a 1 cent sales tax as provided by the provisions of Florida Statute 212.055(3) and

WHEREAS, the City supports the adoption of this sales tax ordinance, and

WHEREAS, it is in the best interests of the citizens of the City and the citizens of the County, respectively, to enter into an Interlocal Agreement which will govern the distribution of the sales tax proceeds generated by the above mentioned ordinance,

NOW THEREFORE, the parties do hereby agree as follows:

1. The County agrees to provide the City a repository for its solid waste disposal known as the Walton County Landfill.

2. The County further agrees to provide weekly pick-up for each and every residential unit located within the City.

3. *The County further agrees that no tipping fee will be assessed on any solid waste generated within the City of Paxton except construction and demolition debris (C&D) and tires which is taken to the Walton County Landfill, by a resident of the City of Paxton.*

4. *The parties agree that the County, at its own expense, shall remove the "green box" presently located within the City limits of Paxton, Florida.*

5. *The parties agree that following removal of the aforementioned "green box" there shall be no "green box" located within the City limits, unless mutually agreed upon by the parties.*

6. *The City, in return for the above mentioned agreements by the County, agrees that all of the sales tax proceeds generated within the City limits of Paxton during the term of this agreement to which the City of Paxton may be legally entitled, shall be turned over forthwith upon receipt to the County, subject to the provisions herein.*

7. *It is understood between the parties that at the end of each and every fiscal year, during the term of this agreement, any funds remaining from the aforementioned sales tax collection shall be distributed pursuant to the Department of Revenue's sales tax distribution formula in effect at the time of the distribution.*

8. *It is understood and agreed that any and all funds collected under the aforementioned sales tax and expended by Walton County at any time prior to disbursement of the escrowed funds shall be for solid waste disposal purposes only.*

9. *This agreement shall commence on the date of execution below and continue until 12:00 midnight on September 30, 1996.*

10. Notwithstanding the aforementioned termination, however, this agreement shall automatically renew for an additional 12 month period, until and unless 60 days written notice is received by either party from the other prior to the expiration of any fiscal year.

DATED this 27th day of January, 1995.

Vivida Hoover
ATTESTED (CLERK)

Thomas D. McIntosh
MAYOR OF PAXTON

Matthew Ingle
ATTESTED (CLERK)

Ordo Fort
CHAIRMAN OF BOARD OF COUNTY
COMMISSIONERS