

EXHIBIT G

FIRST AMENDMENT
INTERLOCAL AGREEMENT
WITH
BROWARD COUNTY
FOR
SOLID WASTE DISPOSAL SERVICE

FIRST AMENDMENT

This First Amendment dated for convenience October 1, 1992, to the Interlocal Agreement with Broward County for Solid Waste Disposal Services, dated for convenience November 25, 1986, by and between BROWARD COUNTY, a political subdivision of the State of Florida, by and through its Board of County Commissioners, ("COUNTY") and the Municipalities whose names appear in Exhibit "A" of the Interlocal Agreement ("CONTRACT COMMUNITIES").

W I T N E S S E T H

WHEREAS, the COUNTY and CONTRACT COMMUNITIES desire that the Broward Solid Waste Disposal District and its Resource Recovery Board provide for a Materials Recovery Facility through the use of available funds including a surcharge on processible waste delivered to resource recovery system facilities.

WHEREAS, the Florida Solid Waste Management Act (1988) directs Counties to reduce their solid waste stream and recycle designated materials; and

WHEREAS, the COUNTY has secured from Browning Ferris Industries, of Florida, Inc., (BFI) a comprehensive proposal to construct, operate, and maintain a Materials Recovery Facility (MRF) for the COUNTY and CONTRACT COMMUNITIES for a term of eight (8) years.

NOW, THEREFORE, the parties do agree to amend the Interlocal Agreement as follows:

1. Except as may be provided in this First Amendment, all defined terms used herein shall have the same meaning as in the Interlocal Agreement.
2. Article 2, Definitions, shall be amended by the addition of new Sections 2.26, Materials Recovery Facility Contract and 2.27 Materials Recovery Facility, reading as follows:

2.26. Materials Recovery Facility Contract. The term "Materials Recovery Facility Contract" shall mean the contracts entered into between COUNTY and Browning-Ferris Industries, Inc., dated for convenience September 1, 1992, for the purpose of designing, constructing, testing, operating, maintaining, and repairing a materials recovery facility or any other full service contractor for the purpose of designing constructing, testing, operating, maintaining, and repairing a materials recovery facility as a part of the resource recovery system.

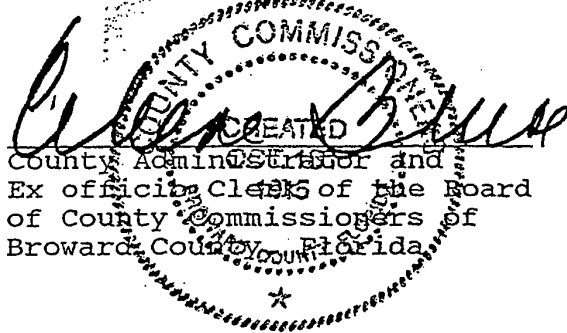
- 2.27. Materials Recovery Facility. The term "Materials Recovery Facility" shall mean the facility or facilities constructed, operated, maintained and repaired or caused to be constructed, operated, maintained, and repaired by COUNTY pursuant to this Agreement for the purposes of receiving, processing, transferring, and shipping materials from solid waste segregation programs intended for reuse or recycling. Materials Recovery Facilities shall be deemed to be a part of the resource recovery system for the term of the Materials Recovery Facility Contract.
3. Article 6, Tipping Fees and Service Charges, shall be amended by the addition of new Sections 6.6 and 6.7 Processible Waste Tipping Fee Surcharge, reading as follows:
- 6.6 Materials Recovery Facility Funding. For the term of the Materials Recovery Facility Contract, the Resource Recovery Board shall designate funds to cover the cost of the Materials Recovery Facility including reasonable administrative costs. Any future increase in funding costs (other than administrative costs) shall not exceed the proportionate increase provided in the Materials Recovery Facility Contract. Funds may be drawn from reserves, grant funds or a surcharge imposed on processible waste delivered to the resource recovery system.
- 6.7 Materials Recovery Revenues. One hundred percent (100%) of all net revenues generated by the sale of the recyclable materials will be reimbursed to each CONTRACT COMMUNITY and the COUNTY on the basis of actual tonnage delivered to the Materials Recovery Facility by the respective party. Net revenues will be consistent with the terms of the Materials Recovery Facility Contract and reflect the relative composition of the materials delivered. In the event any non-contract community or other governmental entity enters into an agreement with COUNTY to use the MRF, all net revenues from such entity will not be calculated as part of this Agreement unless the entity executes an Agreement with the COUNTY which provides terms and conditions which would allow it to be considered a CONTRACT COMMUNITY for MRF funding purposes only.

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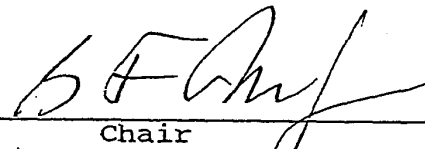
IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: BROWARD COUNTY through its Board of COUNTY COMMISSIONERS, signing by and through its Chair or Vice Chair, authorized to execute same by Board action on the 6 day of October, 1992, and the Contract Community signing by and through its _____, duly authorized to execute same.

C O U N T Y


ATTEST:


County Administrator and
Ex officio Clerk of the Board
of County Commissioners of
Broward County, Florida

BROWARD COUNTY, through its
BOARD OF COUNTY COMMISSIONERS

By 
Chair
24 day of May, 1993

Approved as to form by the
Office of County Attorney
Broward County, Florida
JOHN J. COPELAN, JR., County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (305) 357-7600
Telecopier: (305) 357-7641

By 
NOEL M. PFEFFER
Deputy County Attorney

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C O N T R A C T C O M M U N I T Y

WITNESS

Dorothy Lewis

CITY OF COCONUT CREEK
/Name of Contract Community

By _____
Mayor - Commissioner

_____ day of _____, 19__

ATTEST:

By *At. Mayor*
City Manager

Angela G. Bender
City Clerk

16th day of December, 1992

Approved as to form:

Wm. J. ...
City Attorney

NMP:dp
11/19/92
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