

AN
INTERLOCAL AGREEMENT
WITH PROVIDING FOR
BROWARD COUNTY THE RESOURCE RECOVERY FOR SYSTEM WITHIN BROWARD COUNTY
SOLID WASTE DISPOSAL SERVICE AND FOR THE BROWARD SOLID WASTE DISPOSAL DISTRICT

~~As Amended Through September 10, 1996~~

November 2, 2009 Draft

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AGREEMENT

This Agreement dated for convenience ~~November 25, 1986~~, _____ between BROWARD COUNTY, a political subdivision of the State of Florida, its successors and assigns, by and through its Board of County Commissioners, hereinafter referred to as COUNTY”:

AND

The Municipalities whose names appear in Exhibit “A” attached hereto and made a part thereof, their successors and assigns, hereinafter referred to as “CONTRACT COMMUNITIES”:

ARTICLE 1

BACKGROUND

1.1 General Statement

In order to establish the background, context and frame of reference for this Agreement and to provide a general background regarding the objectives and intentions of the COUNTY and the CONTRACT COMMUNITIES, the following statements, representations and explanations are predicates for the undertaking and commitments included within the provisions which follow and shall be construed as essential elements of the mutual considerations upon which this Agreement is based.

1.2 Historical Background and Findings

During the 1980s, the State of Florida and the federal government began discouraging the use of landfills as the sole method of disposal for solid waste, and encouraged the development of alternative energy resources. In response, Broward County and 22 of its municipalities sought a joint solution through the execution of an Interlocal Agreement (ILA). On November 25, 1986, the COUNTY and participating CONTRACT COMMUNITIES executed an ILA for solid waste services, which created an integrated waste management system (Resource Recovery System) and a special district known as the Broward Solid Waste Disposal District. (This original ILA will hereinafter be referred to as predecessor agreement). In keeping with the legislation and environmental policies outlined below, the predecessor Agreement focused on waste-to-energy as the major element of the original Resource Recovery System.

Since 1986, the System has expanded to include a Materials Recovery Facility for processing of recyclables, a Household Hazardous Waste Program, an Electronics Recycling Program, and other elements in addition to the two original waste-to-energy plants that were constructed following the execution of the original ILA.

Each of the parties to this new Interlocal Agreement wish to continue the existence of the integrated solid waste system for Broward County, which is the Broward Resource Recovery System, and agree to have it maintained, funded and run by the Broward Solid Waste Disposal District in the form provided for herein.

The findings made by the COUNTY and CONTRACT COMMUNITIES for the predecessor Agreement are outlined below:

Because of Broward County's contour, elevation and high ground water, disposal of solid waste through landfills has been discouraged. The United States Congress and Legislature of the State of Florida (the "State") have discouraged the dumping or burying of solid waste matter and the use of sanitary landfills as the sole method of disposal of solid waste.

The County and the Contract Communities, therefore, make the following findings:

- (a) Because of environmental concerns with utilization of landfilling as the sole method of disposal of solid waste generated by the residents and businesses of and visitors to Broward County, Florida, the Contract Communities have sought a joint solution to such concerns.
- (b) The Contract Communities and the County have found and determined that the policy of the United States Congress regarding the elimination of solid waste as provided in 42 U.S.C. Section 6901 is toward recovery of resources from such waste.
- (c) The United States Congress has found with respect to energy that:
 - 1. Waste represents a potential source of solid fuel, oil, or gas that can be converted into energy.
 - 2. The need exists to develop alternative energy sources for public and private consumption in order to reduce the nation's dependence on such sources as petroleum products, natural gas, nuclear and hydro-electric generation; and
 - 3. Technology exists to produce energy from solid waste.

- (d) Chapter 403, Part IV, Florida Statutes, sets forth the State of Florida Resource Recovery Management Act. The act's purpose is to require plans and regulations for the storage, collection, transportation, separation, processing, recycling, and disposal of solid waste to protect the public's health, safety, and welfare. Likewise, such Act has deemed it a public purpose to establish and maintain a state program for the planning and technical assistance of resource recovery and management through, among other things, the promotion of recycling, reuse or treatment of solid waste, including recycling of solid waste to produce electric power.
- (e) Additionally, Section 403.713, Florida Statutes, provides that ~~municipalities~~ local governments undertaking resource recovery of solid waste pursuant to general law or special law may control the collection and disposal of solid waste for the purpose of insuring that resource recovery facilities receive an adequate quantity of waste from solid waste generated within the boundaries of the local governmental jurisdiction.
- (f) ~~The amendments to the~~ The State Comprehensive Plan ~~adopted by the State in 1985~~ (Chapter 187, F.S.) establishes a number of policies regarding energy production and the reduction of solid waste landfilling including:
1. Energy Policy No. 5 - Reduce the need for new power plants by encouraging end-use efficiency, reducing peak demand and using cost-effective alternatives.
 2. Energy Policy No. 9 – Promote the use and development of renewable energy resources and low-carbon-emitting electric power plants.
 - ~~3. Waste Policy No. 1 – By 1995, reduce the volume of non-hazardous solid waste disposal in landfills to 55 percent of the 1985 volume.~~
 4. Waste Policy No. ~~79~~ – Encourage the research, development and implementation of recycling, resource recovery, energy recovery, and other methods of using garbage, trash, sewage, slime, sludge, hazardous waste, and other waste.

~~1.3 The County and representatives of the Contract Communities have jointly developed a comprehensive waste disposal and resource recovery program including cooperation in preparation of Request For Proposal documents and subsequent selection of the full service contractors for the northern and southern facilities through the selection and negotiation process.~~

1.3 Pursuant to F.S. 403.706(19), Broward County determines that it is in the best interest of the residents of Broward County to grant to the Broward Solid Waste Disposal District its power to manage solid waste, to the extent provided in this Interlocal Agreement.

1.4 It is recognized by Contract Communities and County that the ~~proposed~~ Resource Recovery System to be ~~constructed~~, operated and maintained and repaired by the ~~County~~ DISTRICT or full service contractors retained by the ~~County~~ DISTRICT will be done in reliance upon the existence of the committed flow of solid waste of the Contract Communities and unincorporated County and the revenue generating capabilities of the special district provided for herein. Excepted from the foregoing shall be solid waste which is to be transported outside the State of Florida.

1.5 It is further recognized by CONTRACT COMMUNITIES and COUNTY that the COUNTY is entering into this Agreement both representing unincorporated County , a waste generation area with solid waste requiring disposal, and COUNTY, as the ~~party assuming~~ which pursuant to Florida Statute has the ultimate responsibility for disposal of solid waste within Broward County. ~~the CONTRACT COMMUNITIES as well as for unincorporated County.~~

1.6 Interlocal Agreement

(a) This Agreement is an interlocal agreement entered into pursuant to Section 163.01, Florida Statutes, the Florida Interlocal Cooperation Act of 1969, as amended.

(b) Prior to the effectiveness of any provision of this Agreement and subsequent Amendments hereto, this Agreement and any such subsequent amendments shall be filed with the Broward County Clerk of the Circuit Court as provided by Section 163.01(11), Florida Statutes.

1.7 Construction of Interlocal Agreement

The word “shall” as used in this Agreement shall in all cases be construed to be mandatory and to require the action so modified by the word “shall” to be taken without regard to the exercise of discretion.

ARTICLE 2 DEFINITIONS

The following contains the definitions of the terms as applied to this Agreement:

2.1 Administrator. The term “Administrator” or “County” Administrator” shall mean the County Administrator of the Broward County government by the Charter of Broward County, Florida.

2.2 Board of County Commissioners. The term “Board of County Commissioners” or “County Commissioners” or “County Commission” shall mean the Board of County Commissioners of Broward County, Florida.

~~2.3 Citizen Waste Receiving Facilities. The term “citizen waste receiving facilities” shall mean facilities for accepting solid waste from other than haulers. The term is to apply to facilities provided for collection of household trash from house cleaning and the like. Citizen waste receiving facilities shall not be deemed to be a part of the resource recovery system.~~

~~2.4 Construction Contract. The term “construction contract” shall mean the contracts entered into by the COUNTY and SES Broward Company, Limited Partnership pursuant to Resolution~~

~~No. 86-3007 dated August 19, 1986, and Broward Waste Energy Company, Limited Partnership pursuant to Resolution No. 86-3750 dated September 30, 1986, and any successors thereto to design, construct, test, maintain, repair and have accepted the southern facility and northern facility, respectively, or any other full service contractor, to design, construct, test, maintain, repair and have accepted a part of the resource recovery system.~~

~~2.5~~ 2.3 CONTRACT COMMUNITY. The term "CONTRACT COMMUNITY" OR "CONTRACT COMMUNITIES" shall mean the municipal corporation or corporations existing under the laws of the State of Florida, located within the COUNTY and whose names appear in Exhibit A to this Agreement.

~~2.6~~ 2.4 COUNTY. The term "COUNTY" shall mean Broward County, Florida, a political subdivision of the State of Florida.

~~2.7~~ 2.5 Disposal Facility(ies). The term "Disposal facility(ies)" means that portion of the resource recovery system where solid waste will be disposed of within the Resource Recovery System.

~~2.8~~ 2.6 Disposal Obligation. The term "disposal obligation" shall mean the obligation of the ~~COUNTY~~ DISTRICT to provide for the disposal of all solid waste generated in each CONTRACT COMMUNITY and in the unincorporated County and delivered to a Resource Recovery System facility or transfer station designated pursuant to the Plan of Operations.

2.7 District. The term "District" shall mean the Broward Solid Waste Disposal District formed pursuant to this Interlocal Agreement , its predecessor agreement , and state law. The geographic boundaries of the DISTRICT shall be coterminous with each of the CONTRACT COMMUNITIES and unincorporated Broward County which have executed this Agreement.

2.8 Facility Operator. The term "facility operator" shall mean full service contractors or other operators of a part of the Resource Recovery System including the ~~COUNTY~~ District and County.

2.9 Fiscal Year. The term “fiscal year” shall mean October 1 to September 30.

2.10 Full Service Contractor(s). The term “full service” contractor(s)” shall mean a person, firm or corporation that has entered or will enter into an agreement or agreements with the ~~COUNTY~~ DISTRICT to design, construct , test, maintain, repair and operate Resource Recovery System ~~disposal~~ facilities. ~~or transfer stations within the Resource Recovery System and shall mean as to the southern resource recovery facility, Wheelabrator South Broward Inc., SES Broward Company, Limited Partnership and as to the northern resource recovery facility, Wheelabrator North Broward Inc., Broward Waste Energy Company, Limited Partnership and any respective successors thereto.~~

2.11 Haulers. The term “haulers” shall mean those persons, firms or corporations or governmental agencies which collect solid waste (~~under either~~ under oral or written contract, license, permit or otherwise) ~~for collection of solid waste~~ within the geographic boundaries of the CONTRACT COMMUNITY(IES) or the unincorporated County and the transportation and delivery of such solid waste ~~to the resource recovery system as directed in the Plan of Operations~~ facilities inside or outside the District.

2.12 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 DISTRICT 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.

2.13 Materials Recovery Facility Contract. The term “Materials Recovery Facility Contract” shall mean the contracts entered into between COUNTY, DISTRICT and full service contractors, for the purpose of

designing, constructing, testing, operating, maintaining, and repairing a materials recovery facility as part of the Resource Recovery System.

2.134 Northern Facility. The term “northern facility” shall mean that part of the Resource Recovery System, including any landfill, serving the CONTRACT COMMUNITIES and the unincorporated County located in the northern part of the COUNTY, as directed in the Plan of Operations.

2.145 Plan of Operations. The term “Plan of Operations” shall mean the plan for the operation of the Resource Recovery System adopted, amended or revised by the Resource Recovery Board in the manner set forth in Section 4.75.4 hereof.

2.16 Predecessor Agreement. The term “Predecessor Agreement” means the interlocal agreement which created the resource recovery system within Broward County and the Broward Solid Waste Disposal District. The term of the Predecessor Agreement is from 1986 to 2013, and as of January 1, 2010, was executed by the County and the following Contract Communities: Coconut Creek, Cooper City, Coral Springs, Davie, Deerfield Beach, Fort Lauderdale, Hillsboro Beach, Hollywood, Lauderdale Lakes, Lauderdale-by-the-Sea, Lauderhill, Lazy Lake, Lighthouse Point, Margate, Miramar, North Lauderdale, Oakland Park, Pembroke Park, Plantation, Sea Ranch Lakes, Sunrise, Tamarac, West Park, Weston and Wilton Manors.

2.157 Processable Waste. The term “processable waste” shall mean that portion of the solid waste stream which is capable of being processed in a mass burn resource recovery facility, including, but not limited to, all forms of household and other garbage, trash, rubbish, refuse, combustible agricultural, commercial and light industrial waste, commercial waste, leaves and brush, paper and cardboard, plastics, wood and lumber, rags, carpeting, occasional tires, wood furniture, mattresses, stumps, wood pallets, timber, tree limbs, ties, and logs, not separated and recycled at the source of generation, but excluding unacceptable waste and unprocessable waste, except, to the extent consistent with the

regulatory and permit requirements applicable to the processing of waste by a mass burn resource recovery facility, such minor amounts of such waste (other than hazardous waste) as may be contained in the normal processable waste stream.

2.18 Recovered Materials. The term “recovered materials” shall have the meaning provided in F.S. 403.703(24) as amended.

2.169 Resource Recovery Board. The term “Resource Recovery Board” or “RRB” shall mean the governing Board of the ~~special district~~ Broward Solid Waste Disposal District to be established by the ~~Board of County Commissioners pursuant to Section 125.01 (5) (a), Florida Statutes,~~ and this Agreement which performs such responsibilities as set forth in this Agreement.

2.1720 Resource Recovery System. The term “Resource Recovery System” shall mean the facilities which are constructed, operated, maintained and repaired pursuant to this Agreement for the purpose of transfer or disposal of solid waste and Recovered Materials, or other materials designated by the RRB, of the CONTRACT COMMUNITIES and the unincorporated County, and the recovery and sale of materials and energy, therefrom, including all landfills, contingency landfills, transfer stations, treatment facilities and electrical generation facilities all attendant to the Resource Recovery System. ~~Excluded from this definition is the COUNTY landfill located in the Town of Davie which is in existence as of the date of the execution of this Agreement.~~ The Resource Recovery Board and the Broward Solid Waste Disposal District shall have the authority to provide solid waste reduction, education and public information, e-waste recycling, regional yard waste processing, HHW drop-off facilities, recycled material processing program, research and development activities and emergency debris processing and disposal. Further included may be any improvements, employees and contractors necessary for the implementation of an integrated solid waste system within the County as determined by the Resource Recovery Board. The Resource Recovery Board and the Broward Solid Waste Disposal

District shall have the authority necessary for enforcement of this Agreement and any and all ordinances and rules of the District, County and Contract Communities, deemed necessary and convenient to maintain the Resource Recovery System.

~~2.1821~~ Service Agreement (s). The term “service agreement” shall mean the agreements entered into between the ~~COUNTY~~District and Wheelabrator South Broward, Inc. and Wheelabrator North Broward, Inc. ~~SES Broward Company, Limited Partnership pursuant to Resolution No. 86-3007 dated August 19, 1986, and Broward Waste Energy Company, Limited Partnership pursuant to Resolution No. 86-3750 dated September 30, 1986,~~ respectively, for the purpose of operating, maintaining and repairing the southern facility and northern facility, respectively, or any other full service contractor for the purpose of operating, maintaining, and repairing a part of the Resource Recovery System.

~~2.1922~~ Solid Waste. The term “solid waste” shall ~~mean processable waste and unprocessable waste, but excludes unacceptable waste~~ be as provided in F.S. 403.703 as amended.

~~2.203~~ Southern Facility. The term “southern facility” shall mean that part of the Resource Recovery System, including any landfill, serving the CONTRACT COMMUNITIES and the unincorporated County located in the southern part of the COUNTY, as directed in the Plan of Operations.

~~2.214~~ Tipping Fee. The term “tipping fee” shall mean the fees imposed pursuant to ~~Article 6 and collected pursuant to Article 7 of this Agreement~~ and collected from haulers delivering solid waste to the Resource Recovery System.

~~2.225~~ Ton. The term “ton” is used to express a unit of weight equal to two thousand (2,000) pounds or .907 metric tons.

~~2.236~~ Transfer Stations. The term “transfer stations” means the sites and receiving facilities constructed, operated, maintained and repaired by the ~~COUNTY~~ DISTRICT or a full service contractor or

a facility operator retained or accepted by the COUNTY DISTRICT for the acceptance of solid waste for transfer to Resource Recovery System disposal facilities. ~~because a part of the resource recovery system is not operational. Other transfer facilities including citizen waste receiving facilities and those used by haulers for reasons other than previously described shall not be considered a part of the resource recovery system.~~

2.247 Unacceptable Waste. The term “unacceptable waste” shall mean motor vehicles, trailers, comparable bulky items of machinery or equipment, highly inflammable substances, hazardous waste, sludges, pathological and biological wastes, liquid wastes, sewage, manure, explosives and ordinance materials, and radioactive materials. Unacceptable waste shall also include any other material not permitted by law or regulation to be disposed of at a landfill unless such landfill is specifically designed, constructed and licensed or permitted to receive such material. None of such material shall constitute either processable waste or unprocessable waste. Haulers shall not knowingly deliver such unacceptable waste to and the COUNTY DISTRICT or full service contractors shall have the right to exclude such unacceptable waste from the Resource Recovery System.

2.258 Unincorporated County. The term “unincorporated County” shall mean that part of COUNTY which is not within the boundaries of any municipal corporation. Unincorporated COUNTY shall be treated in all respects under the terms and conditions of this Agreement as a CONTRACT COMMUNITY.

2.269 Unprocessable Waste. The term “unprocessable waste” shall mean that portion of the solid waste stream that is predominately noncombustible and therefore, should not be processed in a mass burn Resource Recovery System. Unprocessable waste shall include, but not be limited to, metal furniture and appliances, concrete rubble, mixed roofing materials, noncombustible building debris, rock, gravel and other earthen materials, equipment, wire and cable, and any item of solid waste exceeding six feet in any one of its dimensions or being in whole or in part of a solid mass, the solid mass portion of

which has dimensions such that a sphere with a diameter of eight inches could be contained within such solid mass portion, and processable waste (to the extent that it is contained in the normal unprocessable waste stream). This shall include construction and demolition debris as defined in F.S. 403.7103(6). ~~This term excludes unacceptable waste. Haulers shall not knowingly deliver unacceptable waste to the COUNTY DISTRICT or full service contractors shall have the right to exclude unacceptable waste from the resource recovery facilities.~~

ARTICLE ~~5-3~~

~~RESOURCE RECOVERY BOARD/SPECIAL DISTRICT~~

BROWARD SOLID WASTE DISPOSAL DISTRICT/
RESOURCE RECOVERY BOARD

~~5.1 3.1~~ Creation of Resource Recovery Board and ~~Special District.~~ Broward Solid Waste Disposal District.

The CONTRACT COMMUNITIES and COUNTY agree that there shall be created a special district to be known as the "Broward Solid Waste Disposal District" pursuant to Sections 125.01(5), 163.01, 189.4041, 403.706(12)(15), (19) and 403.713 of the Florida Statutes, and this Agreement. The District shall establish, operate and maintain the Resource Recovery System as outlined in Article 4.1. The Resource Recovery Board shall serve as the governing board of the special district for the purpose of establishing tipping fees, ~~and service charges; advising the COUNTY concerning construction contracts and service agreements;~~ adoption of the Plan of Operations, and providing ~~oversight of for~~ the operations of the Resource Recovery System for the CONTRACT COMMUNITIES and unincorporated County. ~~Such special district shall be established by COUNTY ordinance in substantially the form of Exhibit Detached hereto and made a part of hereof, and be approved by ordinance of each CONTRACT COMMUNITIES in~~

~~substantially the form of Exhibit D attached hereto and made a part hereof, prior to March 31, 1987.~~

The Resource Recovery Board shall have the power to:

(1). Adopt and from time to time thereafter alter, rescind, modify, or amend rules, guidelines, and orders necessary for the operation of the Broward Solid Waste Disposal District and the Resource Recovery System within the County in accordance with Chapter 403 Florida Statutes and all other applicable law.

(2). Adopt a resource recovery and waste management program for the District that shall provide for the transportation, storage, separation, processing, recovery, recycling, or disposal of solid waste and recovered materials generated or existing within the District and modify and update such program or plan as may be required or allowed by law.

(3). Acquire, at its discretion, personal or real property or any interest therein by gifts, lease, eminent domain, or purchase.

(4). Appoint an executive director to be responsible to the Resource Recovery Board for the operation of the DISTRICT and who shall serve at its pleasure. There shall be such other personnel as may be provided by the Resource Recovery Board, who shall report and be at the direction of the Executive Director. Personnel shall be appointed or removed by the Executive Director. The Resource Recovery Board shall fix the compensation of the executive director, and the compensation of all other personnel of the District. The Resource Recovery Board shall have the power to contract for the services of engineers, accountants, attorneys, and such other contractors as may be required for the operation and management of the District.

(5).Require surety bonds for any of the officers and employees in such amounts as the Resource Recovery Board deems necessary. The premiums for the bonds shall be paid in the same manner as any other operating expense.

(6).Sue and be sued, implead and be impleaded, and complain and defend in all courts.

(7). Adopt, use, and alter a corporate seal.

(8). Acquire, construct, reconstruct, improve, maintain, equip, furnish, and operate at its discretion such resource recovery and waste management facilities as are required to carry out the purposes and intent of this Agreement and to meet the requirements of Chapter 403, Florida Statutes, and other applicable law.

(9). Conduct studies, develop programs, provide continuing management and monitoring of waste and recovered materials projects, programs, and facilities directly or indirectly affecting the Resource Recovery System in the District and contract, for such periods as may be agreed upon by the parties, with governmental agencies, individuals, public or private corporations, municipalities, or any other person in carrying out the purposes of this Agreement and the requirements of chapter 403, Florida Statutes, and other applicable law,

(10). Establish such reasonable rates, fees and other charges and revenue sources allowed by law to sufficiently fund the Resource Recovery System and the maintenance of the Broward Solid Waste Disposal District along with its administration, management, operation, enforcement, debt service, reserve accounts or any other obligations or services necessary or convenient for the operation of the Resource Recovery System in compliance with this Interlocal Agreement and law. Tipping fees for processable waste shall be calculated and established by

the Resource Recovery Board at least 120 days preceding the beginning of each fiscal year and shall be effective for the next ensuing fiscal year.

(11). Develop, manage and recommend for approval by the County Commission an annual revenue and expense budget.

(12). Recommend any bonds or other instruments related to short or long term borrowing, and letters of credit or debt that relate to the Resource Recovery System, to the County Commission of Broward County. Said Commission may issue any bonds or long term debt service as the Commission deems necessary or convenient for the operation of the Broward Solid Waste Disposal District.

(13). The powers of the Resource Recovery Board and of the Broward Solid Waste Disposal District shall be liberally construed to provide for all implied powers necessary to accomplish the purposes of this Agreement.

5-2-3.2 Composition. The Resource Recovery Board shall be comprised of nine (9) members.

(a) One (1) member shall be appointed by the County Commission.

(b) Three (3) members. One (1) member each to be selected by the three (3) CONTRACT COMMUNITIES with the largest populations.

(c) Three (3) members. One (1) member each to be selected by the three (3) CONTRACT COMMUNITIES nearest to the median in size based upon population.

(d) Two (2) members. Each member is to be chosen by the highest ranking office of the Broward League of Cities or its successor organization, held by an elected official from a municipal CONTRACT COMMUNITY. If no office of the Broward League of Cities is held

by an elected official from a CONTRACT COMMUNITY , the appointments shall be made by the past President of the Broward League of Cities from a CONTRACT COMMUNITY, which most recently served as President of the League of Cities. If no past President of the Broward League of Cities is available to make the appointments, same shall be made by the Director of the Broward League of Cities from a CONTRACT COMMUNITY which has the longest service as a Director with the Broward League of Cities.

A CONTRACT COMMUNITY which has an official serving on the Board who was appointed pursuant to (a), (b) or (c) of this section may not have another official appointed pursuant to (d) of this section.

Each member of the Board shall serve a term of two years. All members appointed by the CONTRACT COMMUNITIES, the COUNTY, and the Broward League of Cities, as provided herein, shall be elected officials of their respective CONTRACT COMMUNITIES or COUNTY COMMISSION, as the case may be. Should a member cease to be a duly qualified elected, the appointing authority which appointed such individual to the Resource Recovery Board shall select a successor to serve for the remaining term of the original appointment. For the purpose of this section, population figures contained in the latest estimate of population published by the University of Florida Bureau of Economic and Business shall be used.

~~Four (4) of the elected County Commissioners shall be appointed by the County Commission to serve as members for a term of two (2) years. Four (4) members shall be appointed by the CONTRACT COMMUNITIES as follows:~~

~~(a) — One (1) member each shall be selected by the two CONTRACT COMMUNITIES with the largest populations.~~

~~(b) — One (1) member shall be selected by the CONTRACT COMMUNITY nearest to the median in size based upon population. Such member shall serve for two (2) years.~~

~~(c) — One (1) member shall be appointed by the President of the Broward County League of Cities or its successor organization from its member cities that are CONTRACT COMMUNITIES, but not otherwise having an elected member serving on the Resource Recovery Board. Such member shall serve a term of two (2) years.~~

~~(d) — The remaining member shall serve a term of one (1) year and shall be an elected County Commissioner appointed by the County Commission in terms commencing with odd numbered years, the remaining member shall be an elected official appointed by successor organization for the CONTRACT COMMUNITIES from a CONTRACT COMMUNITY not otherwise having a member on the Resource Recovery Board in the same manners provided in subsection (c) above. All members appointed by the CONTRACT COMMUNITIES and COUNTY as provided herein shall be elected officials of their respective CONTRACT COMMUNITY or County Commission as the case may be. Should a member cease to be a duly qualified elected official, the appointing authority which appointed such individual to the Resource Recovery Board shall select a successor to serve for the remaining term of the original appointment.~~

~~————— For the purpose of this section, population figures contained in the latest estimate of population published by the University of Florida Bureau of Economics and Business Research shall be used.~~

5.3.3.3 The Resource Recovery Board shall meet at least once a quarter for not less than a total of four (4) meetings per year. At the first meeting of the new calendar year, the Resource Recovery Board shall elect one (1) of its members as chairman and one (1) as vice- chairman to

serve for one (1) year in that capacity or until their successors are elected. ~~The chairmanship of the Resource Recovery Board shall alternate annually, with CONTRACT COMMUNITY representatives presiding in even numbered years. A simple Commissioner presiding in odd numbered years.~~ A simple majority of the members of the Resource Recovery Board shall constitute a quorum to conduct any of its responsibilities.

5.4 — ~~The Resource Recovery Board shall meet for the first time during the month of April, 1987, upon the call of the Chairman of the County Commission and thereafter periodically not less than once each quarter, to review all aspects of the resource recovery system, including, but not limited to, tipping fees, other fees and service charges: revisions or amendments to the plan of operations: the formation, implementation and revision of policies and programs: location, relocation, establishment and reestablishment of resource recovery system facilities to be utilized by the CONTRACT COMMUNITIES and unincorporated County: repairs, maintenance and expansion of facilities: approval and submission of grant applications: and any other management or operational policies or directives which may be needed from time to time.~~

5.5 — ~~The Resource Recovery Board shall adopt in accordance with the requirements of Article 6 and Article 9 a schedule of tipping fees and service charges for users of the facilities and services furnished by the resource recovery system.~~

5.6 — ~~The COUNTY shall provide adequate staff support, including the necessary administrative, clerical, technical and other required staff support for the implementation and administration of the resource recovery system during the term of this Agreement. Such employees and consultants shall diligently serve the interests of the Resource Recovery Board and shall not advocate the separate interests of any CONTRACT COMMUNITY, unincorporated County or COUNTY. The COUNTY shall consent to the request of the Resource Recovery Board to~~

~~hire special consultants in the event the COUNTY does not have available the necessary resources and expertise in a particular area, which consent shall not be unreasonably withheld. The Resource Recovery Board may request the COUNTY to hire special consultants to impartially advise the Resource Recovery Board. The expenditures for the hiring of such special consultants as well as other expenditures referred to in this Section 5.6 shall be deemed a public purpose and be included in the fees and service charges set forth in Article 6.~~

~~5.7~~3.4 Technical Advisory Committee. There is hereby created a Technical Advisory Committee composed of representatives of each CONTRACT COMMUNITY and unincorporated County as follows:

- (a) The chief administrative officer of each CONTRACT COMMUNITY and COUNTY shall appoint a representative who shall serve until replaced from the public works, utilities or such other department which performs similar functions for the CONTRACT COMMUNITY and unincorporated County. In addition to the regular TAC representative, the chief administrative officer may also designate an alternate representative, who performs similar functions for the CONTRACT COMMUNITY, who shall also serve until replaced. Alternate representatives may attend and participate in the TAC meetings or TAC subcommittee meetings, but may only be counted toward a quorum and vote in the absence of the appointed representative. The Resource Recovery Board ~~may~~shall appoint for two (2) year terms up to five (5) additional members representing waste generators, recycling or environmental interests and private waste collection companies.
- (b) Each member of the Technical Advisory Committee shall be appointed on the basis of his or her technical or professional background or knowledge of the solid waste industry

or a related profession, which may include engineering, solid waste management or other related activities.

- (c) Each member is responsible for participating in the activities of the Technical Advisory Committee, including the attendance at meetings for the purpose of considering technical issues regarding the resource recovery system. Any member of the TAC having four (4) or more unexcused absences from the TAC meetings within a fiscal year will result in that representative being reported to the CONTRACT COMMUNITY by the TAC chair.

- (d) The Technical Advisory Committee shall serve in an advisory capacity to both the Resource Recovery Board and COUNTY. The TAC members will elect a chair or vice chair from the TAC membership and will appoint standing or special subcommittees as required. The role of the TAC and TAC Subcommittees will be to provide technical advice, guidance and counsel to the Resource Recovery Board on any matter relevant to the Resource Recovery System.

~~ARTICLE 3~~ ARTICLE 4

~~CONSTRUCTION OF FACILITIES AND
COMMITMENT OF WASTE STREAM~~

~~3.1~~ 4.1 The ~~COUNTY~~ DISTRICT shall cause to be constructed, operated, maintained and repaired a resource recovery system located within the County for the purpose of disposal of all solid waste collected in each CONTRACT COMMUNITY and unincorporated County and delivered to the resource recovery system.

~~3.2~~ 4.2 During the duration of this Agreement as defined in Article ~~16~~ 14 hereof, the CONTRACT COMMUNITIES and the COUNTY for the unincorporated area shall cause all of the solid waste generated within each of their respective boundaries to be collected, transported, delivered and deposited at the designated receiving facilities of the ~~COUNTY~~ DISTRICT's Resource Recovery System pursuant to the Plan of Operations ~~as set forth in Section 4.7.~~ for system facilities which shall be as approved by the Resource Recovery Board.

~~3.3~~ 4.3 (a) Each CONTRACT COMMUNITY and COUNTY for the unincorporated area agrees to enact (if it has not enacted on the effective date of this agreement) prior to March 31, 1987, a waste flow control ordinance ~~as set forth in~~ pursuant to Section 403.713, Florida Statutes (as may be amended from time to time), directing that all solid waste generated within their respective geographic boundaries be delivered to the resource recovery system transfer ~~of~~ or disposal facility or facilities designated in the Plan of Operations, except for solid waste which is to be transported outside the State of Florida. The solid waste flow control ordinance shall be substantially in the form of Exhibit C attached hereto and made a part hereof. Each party agrees to include in any contracts or contract amendments with haulers executed after the date of August 4, 2011, ~~execution hereof,~~ a provisions that all solid waste shall be delivered to the resource recovery transfer or disposal facility or facilities designated in the Plan of Operations and to enforce such provision with an exception for any waste generated in the DISTRICT which is shown to be destined for transportation to any destination outside the State of Florida. The ~~COUNTY~~ DISTRICT shall be a third party beneficiary of such provision.

(b) Each Contract Community and County for the unincorporated area agrees to enact and maintain prior to August 4, 2011, a waste flow control ordinance pursuant to Section 403.713 Florida Statutes (as may be amended from time to time) directing that each hauler shall report to each Contract Community and County for the unincorporated area the following, monthly:

1). The amount of processable solid waste collected which has been generated within the Community in cubic yards and tons.

2). Where the processable solid waste generated within each Contract Community and unincorporated County has been transported. Identification shall be by the name of the facility and address of same.

3).The number and size of all trucks or containers of unprocessable solid waste which has been generated within the Community which is to be transported outside the State of Florida.

4).Where the unprocessable solid waste generated within each Community and unincorporated County has been transported outside of the State of Florida. Identification shall be by the name of the facility and address of same.

5).The preceding described ordinance shall be substantially in the form of Exhibit D attached hereto and made a part hereof.

6).Each party to this Interlocal Agreement agrees to include in all agreements with haulers by August 4, 2011, the preceding requirements.

7). Each Contract Community and the County agrees that the reports required pursuant to this subsection shall be sent to the Executive Director, Resource Recovery Board, c/o Waste and Recycling Services, 1 University Drive, Plantation, Florida 33324. (Reports to the District shall be sent to any other address within the County upon 30 days notice to each Contract Community and the County, by the Executive Director of the District).

(c). Each Contract Community and the County for the unincorporated area hereby appoints the District as its agent for enforcement of this section. Enforcement by the District shall include all ordinances adopted pursuant to this section and those portions of agreements with haulers that are referenced in this section of the Interlocal Agreement herein.

(d).Each Contract Community and the County for the unincorporated area hereby agrees to authorize the District to enforce pursuant to civil action, in courts with competent jurisdiction, the provisions with each hauler provided in this section.

(e).Each Contract Community and the County for the unincorporated area hereby agrees to have the ordinances each has enacted pursuant to this section enforced pursuant to an ordinance enacted by the County in conformity with Chapter 162 of the Florida Statutes or any other system of Code Enforcement authorized to the County or District by either special act or the general laws of the State of Florida. Said system shall specifically include, but not be limited to the appointment of Code Enforcement officers who shall have jurisdiction to issue citations within the Contract Community and the unincorporated area, a magistrate or magistrates authorized to determine fines and liens and foreclosure of properties as provided in 162 of the Florida Statutes, or such other similar quasi-judicial proceedings for code enforcement as authorized pursuant to

general or special law. Each Contract Community and County by approving this Interlocal Agreement hereby appoints such agents designated by either the County or the Broward Solid Waste Disposal District or both, as Code Enforcement Officers for the purpose of enforcing the ordinances adopted by said municipality or County pursuant to this agreement.

(f).All costs and expenses of the code enforcement system above described shall be borne by the Broward Solid Waste Disposal District. All costs and fines derived from said enforcement system shall be the property of the DISTRICT.

A Memorandum of Understanding shall be entered into approved by both the Resource Recovery Board and the County providing for the implementation of this sub-section.

4.4 If the flow control requirements in Sections 4.2 and 4.3 of this agreement are no longer in effect, then each Contract Community and the County for the unincorporated area, shall guarantee to deliver a minimum number of tons of processable solid waste to the resource recovery system based on the historical deliveries of solid waste to the Northern and Southern facilities by such communities, as adapted to reflect changes in law.

~~3-4~~ 4.5 A Resource Recovery System disposal facility may burn processable waste to produce electrical energy to be sold to purchasers of electrical energy. Such facility may also provide for the separation and sale of ferrous and nonferrous metals and other materials which may be separated either prior to or subsequent to the burning of processable waste necessary to produce electrical energy. Upon delivery to the Resource Recovery System, neither the unincorporated County nor any CONTRACT COMMUNITIES shall have any interest in electrical energy, ferrous and nonferrous metals and other materials contained in solid waste delivered.

~~3.5~~ 4.6 The ~~COUNTY-DISTRICT~~ hereby assumes responsibility for the disposal of all solid waste delivered to the Resource Recovery System by each or on behalf of each CONTRACT COMMUNITY and unincorporated County during the duration of this Agreement consistent with its rights and obligations under the service agreements.

~~3.6~~ 4.7 Transfer stations and contingency landfills may be required because one or more of the resource recovery facilities are not operational. In that instance, the costs of construction, operation, maintenance and repair of the transfer stations and contingency landfills shall be part of the overall cost of the Resource Recovery System.

ARTICLE ~~4~~5

OBLIGATIONS RELATING TO OPERATIONS

~~4.7~~5.1-Delivery and Acceptance of Waste. Each CONTRACT COMMUNITY and COUNTY for the unincorporated area agrees that all of the solid waste collected within its respective territorial boundaries shall be delivered to a Resource Recovery System disposal facility, ~~landfill, contingency landfill or transfer station~~ designated pursuant to the Plan of Operations. It is the understanding of each of the parties to this Agreement that the transportation of solid waste should be minimized to the greatest extent possible consistent with obligations of the ~~COUNTY-DISTRICT~~ to make deliveries under the service agreement. In determining to which Resource Recovery System facility solid waste shall be delivered, the Resource Recovery Board shall make every reasonable effort consistent with the maintenance of the ~~COUNTY~~'s DISTRICT rights and obligations under the service agreements to minimize the cost of transportation for CONTRACT COMMUNITIES and unincorporated County or their haulers and in this regard reasonable standards shall be adopted for this location of the delivery of solid waste

for each CONTRACT COMMUNITY and unincorporated County pursuant to Section ~~4.7-5.4~~. Excepted from the preceding shall be solid waste which is to be transported outside the State of Florida.

~~4.7-5.2~~ The ~~COUNTY- DISTRICT~~ shall be responsible for the construction, operation, maintenance and repair of, transfer stations, ~~of~~ contingency landfills ~~pursuant to paragraph~~ or other receiving facilities utilized for the purpose of receiving solid waste which are a part of the Resource Recovery System.

~~4.3-5.3~~ In order to provide for ~~n~~the testing and startup of any new facility of the Resource Recovery System ~~transfer or disposal facility~~, DISTRICT, upon not less than thirty (30) days notice by the ~~COUNTY~~, DISTRICT, each of the CONTRACT COMMUNITIES and unincorporated County shall deliver or cause to be delivered processable waste to such facility in amounts and at the times and in the manner designated in said notice. The notice from the ~~COUNTY-DISTRICT~~ shall also state the estimated amount of processable waste to be delivered by each CONTRACT COMMUNITY and unincorporated County and the estimated length of time for which such deliveries are required. In order to facilitate CONTRACT COMMUNITY planning, the ~~COUNTY DISTRICT~~ will share information with the CONTRACT COMMUNITIES and County as to the progress of construction of all Resource Recovery System transfer and disposal facilities.

~~4.4 Commencement of Operations. The COUNTY's current estimate of the approximate commercial operations date of the initial resource recovery facilities and landfills associated therewith is December 30, 1989. The COUNTY shall notify the CONTRACT COMMUNITIES of any in the estimate of the date upon which commercial operations are to commence. The COUNTY shall give the CONTRACT COMMUNITIES and unincorporated County at least thirty (30) days prior notice of the date expected to be the actual commercial operations date of all resource recovery system transfer and disposal facilities.~~

~~4.5 Receiving Hours. Subject to service agreements, the COUNTY shall cause the resource recovery system to be open to receive processable waste from 6:00 a. m. to 6:00 p. m. every day of the year~~

~~except December 25 and landfills to be open to receive unprocessable waste at least 40 hours, five (5) days per week or as provided in the service agreements and plan of operations.~~

~~4.6 — Emergency Operations/Additional Hours of Operation~~

~~(a) Emergency Operations. In the event that, due to a natural disaster or other emergency conditions, a CONTRACT COMMUNITIES or unincorporated County requests the COUNTY to accept the delivery of solid waste other than during normal receiving hours, the COUNTY will accept such deliveries to the extent consistent with the terms of the service agreements and may charge an additional fee for such emergency service as determined by the Resource Recovery Board.~~

~~(b) Additional Hours of Operation. The County may upon request of a CONTRACT COMMUNITY or unincorporated County, agree to the extent permitted by law and consistent with the service agreements, to receive solid waste at hours other than the normal receiving hours. The requesting CONTRACT COMMUNITIES or unincorporated County shall give reasonable notice and shall make its request in writing to COUNTY at least two (2) days prior to the beginning of such delivery, If the COUNTY provides the requested service, then the additional fees for operating outside the normal receiving hours will be payable by the CONTRACT COMMUNITY or unincorporated County in an amount determined by the Resource Recovery Board.~~

~~4.7 5.4 Plan of Operations. The DISTRICT, COUNTY and the CONTRACT COMMUNITIES agree there presently is in place a Plan of Operations for facilities of the Resource Recovery System, developed that at least six (6) months prior to the date that the first resource recovery facility, landfill or contingency landfill or transfer station, developed to meet the COUNTY'S DISTRICT's obligations under this Agreement . becomes fully operational. The a Pplan of Ooperations will be promulgated maintained by the Resource Recovery Board consistent with this Agreement and all contracts for District facilities. the terms of the service agreement applicable to such facility and disseminated to each of the parties to this~~

~~Agreement. The plan of operations shall be amended or revised by the Resource Recovery Board at least six (6) months prior to the date additional resource recovery system transfer or disposal facilities become fully operational and otherwise from time to time as deemed appropriate. The Plan of Operations shall, among other things, deal with such matters relating to the operation, management and administration of the Resource Recovery System facilities, landfills, contingency landfills and transfer stations: hours of operations, schedule and routing of deliveries; provisions for issuance of authorization to and regulation of delivery vehicles; measurements of quantity, quality and other waste characteristics; billing; rules and regulations relating to the use of the Resource Recovery System; inspection of Resource Recovery System facilities; and such other items as may be deemed appropriate from time to time by the Resource Recovery Board.~~

~~4.8 — Access to Resource Recovery Facilities. The COUNTY agrees to permit, in accordance with the terms of the service agreements and plan of operations, authorized representatives of each CONTRACT COMMUNITY and unincorporated County to enter all facilities of the resource recovery system during usual business hours for inspection purposes.~~

~~4.9 — Weighing Records. The COUNTY shall cause operators of all resource recovery system facilities subject to the terms of the service agreements to operate and maintain motor truck scales calibrated to the accuracy required by Florida law and to weigh all vehicles delivering processable waste. Each vehicle delivering solid waste from a CONTRACT COMMUNITY or the unincorporated County shall have its tare weight and cubic capacity and other information required by the plan of operations to be permanently and conspicuously displayed on the exterior of the vehicle in a size and location designated in the plan of operations. The COUNTY or full service contractors may, from time to time, require the revalidation of the tare weight of any vehicle or the reweighing of unloaded vehicles. Each loaded vehicle with processable waste shall be weighed and weight record produced indicating gross weight,~~

~~tare weight, date, time vehicle identification and such other detail as may be requested of the full service contractors under or pursuant to their respective service agreements. The COUNTY will cause facility operators to maintain daily records if the total tonnage of solid waste delivered to its facility. Within fifteen (15) days after the end of each month, the COUNTY shall furnish or cause to be furnished to each CONTRACT COMMUNITY and unincorporated County such weighing records as may be as reasonably required by each CONTRACT COMMUNITY and unincorporated County to administer its contracts with haulers of solid waste. Copies of all weight tickets will be maintained or caused to be maintained by the COUNTY for a period of at least two (2) years.~~

~~4.10 Weighing Scales Not Operational - Estimates. If weighing facilities are inoperable or are being tested, the facility operator shall estimate the quantity of processable waste delivered on the basis of truck volumes and estimated data obtained through historical information pertinent to the CONTRACT COMMUNITY or unincorporated County. The estimates shall take the place of actual weighing records, when the scales are not operational. If, upon conclusion of testing, the test indicates that a scale was inaccurate, any adjustments of records actually recorded since the previous test will be made by the COUNTY pursuant to provisions of the service agreements and plan of operations.~~

~~4.11~~ 5.5 Title To and Interest in Products. The CONTRACT COMMUNITIES and ~~U~~unincorporated County shall relinquish any and all title and interest in solid waste collected within their respective boundaries upon delivery of the solid waste to the Resource Recovery System.

~~4.12~~ 5.6 Manner of Delivery. Each CONTRACT COMMUNITY and unincorporated County shall provide the COUNTY DISTRICT with the following information about each hauler delivering solid waste on its behalf to the Resource Recovery System: name and address, make, body type and motor vehicle registration number of each vehicle used; area of collection; and status as municipal vehicle operator of contract hauler.

~~4.13~~ 5.7 Solid Waste Segregation Programs. The CONTRACT COMMUNITIES and ~~U~~unincorporated County and ~~COUNTY-DISTRICT~~ agree that no provisions of this Agreement are intended to either discourage or prohibit either voluntary or locally ordained solid waste segregation programs segregating scrap or new or used materials at the point of generation and held for purposes of reuse or recycling.

~~4.14~~ 5.8 Other Contracts for Waste Delivery. The ~~COUNTY- DISTRICT~~ agrees to the extent consistent with the service agreements that neither it nor any operator of Resource Recovery System ~~disposal~~ facilities, landfills or transfer stations may enter into any agreements for the disposition of solid waste with other persons, firms or corporations that materially impair the ability of the ~~COUNTY- DISTRICT~~ to perform its obligations to the CONTRACT COMMUNITIES and unincorporated County under this Agreement.

~~4.15~~ Except for emergency operations in accordance with section 4.6 of this Agreement, the ~~COUNTY~~ agrees, subject to the terms of the service agreements, with any municipal corporations that neither it nor any full service contractor will enter into any agreement for the disposal of transfer of solid waste of the State of Florida located in the ~~COUNTY~~ that contain terms more favorable to such party than the price and terms that are provided for under this Agreement, without the approval of the Resource Recovery Board.

~~4.16~~ Spot and Short Term Disposal. ~~The CONTRACT COMMUNITIES and unincorporated County hereby agree that the COUNTY, or any full service contractor providing solid waste disposal of transfer services on behalf of the COUNTY, is authorized to accept solid waste on a spot or short term basis of less than one year, from private haulers, in order to fully utilize the capacity of any resource recovery facility, so long as the capacity to receive solid waste delivered on behalf of any CONTRACT COMMUNITY and unincorporated County is not impaired.~~

ARTICLE 6

TIPPING FEES AND SERVICE CHARGES

~~6.1 — The Resource Recovery Board shall adopt and revise tipping fees and shall impose and revise service charges which in each case shall conform with the formulas and other requirements of this Article 6 and Article 9 of this Agreement and in the latter case further shall conform with the terms and provisions of the ordinances attached hereto as Exhibit D.~~

~~6.2 — The CONTRACT COMMUNITIES and COUNTY hereby agree as follows with respect to the tipping fee for processable waste:~~

~~(a) — The tipping fee for processable waste to be paid by each hauler to COUNTY shall be FORTY FIVE DOLLARS AND NO CENTS (\$45.00) per ton adjusted from October 1, 1988, in accordance with provisions of Subsection (b) and (c) of this Section and Article 9 hereof. The elements going into the calculation of the tipping fee are generally the COUNTY's costs of meeting its obligations hereunder. Exhibit F to this Agreement contains a summary of the elements of the COUNTY's costs of meeting its obligations.~~

~~(b) — The tipping fee for processable waste specified in Subsection (a) of this Section shall be increased on a one time basis by the Resource Recovery Board if prior to the beginning of operation of the initial northern and southern facilities of the resource recovery system including landfills and contingency landfills (i) a change in law or event of force majeure as defined in the construction contracts or service agreements. (ii) change in the rate paid full service contractors by purchasers of electrical energy or (iii) a change in the COUNTY's payment obligation under the construction contracts and service agreements occurs which increases the~~

~~COUNTY's costs of meeting its disposal obligation pursuant to provisions of construction contracts or service agreements. The tipping fee increase shall fully compensate the COUNTY for its costs.~~

~~(c) The tipping fee for processable waste each fiscal year commencing with the fiscal year beginning October 1, 1988, and each succeeding fiscal year thereafter, shall be adjusted automatically yearly by adding to or subtracting from the then current fiscal year's tipping fee the amount obtained by multiplying such current tipping fee by the average change, expressed as a percentage, of the following two indices as determined as follows:~~

~~1. From the latest Producer (Wholesale) Price Index for Durable Goods for the region including Broward County, as determined and recorded by the United States Department of Labor Statistics, as available 150 days prior to the expiration of the fiscal year in which the calculation is being made for the next fiscal year, subtract the amount of such index for the same date in the next preceding fiscal year. The difference shall be expressed as a percentage.~~

~~2. The change, expressed as a percentage, for said period in the Consumer Price Index all urban consumers (CPI-U) for the region including Broward County, as determined and recorded by said Bureau of Labor Statistics, shall be similarly calculated. The percentage change of each of the foregoing indices so determined shall be added together. The sum of those numbers shall then be divided by two to determine the average change, expressed as a percentage, of the two indices. In the event that either or both of said indices shall no longer be available during the term of this Agreement, the Resource Recovery Board shall select a replacement index or~~

~~indices as required provided that any such replacement shall, in the best judgment of the Resource Recovery Board be as nearly the same as the replaced index or indices.~~

~~(a) Except as provided in Article 9 of this Agreement, the tipping fee for processable waste provided for in this Section 6.2 shall be calculated and established by the Resource Recovery Board at least 120 days preceding the beginning of each fiscal year and shall be effective for the next ensuing fiscal year.~~

~~6.3 The CONTRACT COMMUNITIES and unincorporated County hereby agree the tipping fee established from time to time by the COUNTY or full service contractor and paid by haulers for disposal of unprocessable waste will be based upon the volume and content of unprocessable waste. At no time shall CONTRACT COMMUNITIES and unincorporated County be charged a tipping fee for similar unprocessable waste which is higher than the most favorable rate then currently being charged by the COUNTY or full service contractor at the disposal facility being used.~~

~~6.4 The CONTRACT COMMUNITIES and COUNTY hereby consent to the imposition and collection of a service charge pursuant to Section 125.01(5), Florida Statutes, for the purpose of making up any "disposal obligation revenue shortfall" projected or incurred by the COUNTY in any fiscal year. A "disposal obligation revenue shortfall" is herein defined to mean the difference, if any, projected or realized by the COUNTY in any fiscal year by subtracting from the total tipping fees and other revenue of the resource recovery system, if any, (the "gross revenues") the projected or actual costs of meeting its disposal obligations hereunder.~~

~~(a) Prior to the beginning of each fiscal year the Resource Recovery Board shall estimate, based on information provided by the COUNTY and others at appropriate, the disposal obligation revenue~~

shortfall, if any, under this Agreement and shall impose or revise the service charge to eliminate any estimated disposal obligation revenue shortfall for the ensuing fiscal year.

~~(b) If during any fiscal year the gross revenues plus any service charge revenues are inadequate to allow COUNTY to meet its disposal obligation, the COUNTY shall notify the Chairman of the Resource Recovery Board in writing detailing the reasons for the revenue shortfall and requesting the Resource Recovery Board to impose or revise the service charge. The Resource Recovery Board shall impose or revise the service charge in an amount sufficient to allow COUNTY to meet its current disposal obligations hereunder and to be reimbursed over a period of not more than twelve (12) months for expenditures already made.~~

~~(c) The CONTRACT COMMUNITIES and COUNTY for the unincorporated area agree to the imposition of a service charge by the Resource Recovery Board under the circumstances described in this Section 6.4. The basis for fixing the service charge and the method of enforcing the collection of same shall be as set forth in Exhibit D to this Agreement as the same may be amended from time to time by the Resource Recovery Board and approved by the Board of County Commissioners.~~

~~6.5 If the net revenues of the resource recovery system projected by the COUNTY from the resource recovery system exceed the cost of meeting its disposal obligations hereunder in any fiscal year by an amount greater than 150% then haulers making deliveries during such fiscal year shall receive a tipping fee credit in an amount which the Resource Recovery Board estimates will reduce net revenues to 150% of said costs.~~

~~ARTICLE 7~~

~~COLLECTION OF TIPPING FEE~~

~~7.1 — For tipping fees, the COUNTY shall bill the haulers with established credit, on at least a monthly basis, in accordance with the plan of operations. Such haulers shall pay the County the full amount of each bill within thirty (30) days of receipt.~~

~~7.2 — Should any hauler fail to pay COUNTY within such thirty (30) day period, the hauler shall be liable for an additional one and one-half per cent (1-1/2%) per month of the outstanding balance due. Should any amount remain unpaid for more than forty five (45) days, such hauler shall be considered in default and all the rights accruing to the COUNTY under this Agreement or at law may be pursued by the COUNTY, Resource Recovery Board or any CONTRACT COMMUNITY to compel the hauler to perform its obligations.~~

~~7.3 — Dispute on Billings.~~

~~(a) — In the event of a dispute as to a billing, the hauler shall first pay the full amount of the disputed charges when due and shall, within thirty (30) days from the date of the receipt of the disputed bill, give written notice of the dispute to the COUNTY. The notice of dispute shall identify the disputed bill, state the amount in dispute and set forth a full statement of the grounds on which such dispute is based.~~

~~(b) — If not resolved by the hauler and the COUNTY, the dispute shall be considered by the Resource Recovery Board who may accept, reject or modify the hauler's appeal should it determine that the amount of the billing does not comply with the terms and conditions of this Agreement.~~

~~(c) Should a hauler disagree with the determination of the Resource Recovery Board, it may pursue any remedy available at law except withholding payment.~~

~~7.4 The COUNTY shall have the right to set reasonable insurance and credit requirements for participating haulers other than governmental agencies. The COUNTY shall require as a condition of credit that haulers agree to the collection procedures in this Article 7 including the dispute resolution in Section 7.3~~

~~7.5 Each CONTRACT COMMUNITY and COUNTY for the unincorporated area agree to include in any contracts or contract amendments with haulers executed after the date of execution hereof, a provision that the hauler shall comply with the provisions of this Article 7 and to enforce such provisions, The COUNTY shall be a third party beneficiary of such provision.~~

ARTICLE 8-6

ANNUAL AUDIT

~~8.1 The COUNTY DISTRICT shall secure an annual external audit, consistent with the terms of the service agreements, of the solid waste disposal and resource recovery system by a qualified certified public accountant. Copies of the audit reports are to be made available to all CONTRACT COMMUNITIES and County, the Resource Recovery Board and, if requested, to private entities utilizing the system. The COUNTY-DISTRICT shall maintain separate accounts and records for each of the resource recovery facilities, landfills, contingency landfills and transfer stations.~~

ARTICLE 9

ADDITIONS AND IMPROVEMENTS
TO RESOURCE RECOVERY SYSTEM

9.1 — This Agreement obligates the COUNTY to construct, operate, maintain and repair a resource recovery system or cause to be constructed, operated, maintained and repaired a resource recovery system adequate for the disposal of all solid waste collected in each CONTRACT COMMUNITY and unincorporated County and delivered to the resource recovery system consistent with the terms of the service agreements. Accordingly, the COUNTY may be required from time to time to incur additional obligations and indebtedness to pay the cost of acquiring, constructing and reconstructing additions and improvements (“additions and improvements”) to the resource recovery system.

9.2 — In the event the COUNTY determines that the resource recovery system or one or more of its facilities has become inadequate to meet the COUNTY’s disposal obligation under this Agreement, but revenue projected to be derived from the resource recovery system would not be adequate to support the cost of such additions and improvements, the COUNTY shall be authorized to proceed as follows:

- (a) If sufficient revenue would be generated by the imposition of an increase in the current tipping fee no greater than 15 per cent in excess of the tipping fee as then established pursuant to Section 6.2 of this Agreement, the COUNTY may, by resolution of its Board of County Commissioners, request the Resource Recovery Board to so increase the tipping fee commencing at a time certain, and the Resource Recovery Board shall set the tipping fee in accordance with such request.
- (b) If sufficient revenue would be generated only by the imposition of an increase in the tipping fee in excess of 15 percent, such increase shall only be set by

~~the Resource Recovery Board upon request of the Board of County Commission and governing bodies of CONTRACT COMMUNITIES containing at least 51 percent of the population of all the CONTRACT COMMUNITIES and unincorporated County adopt resolutions approving the amount of the tipping fee increase as set forth in the resolution of the Board of County Commissioners requesting such increase. In acting in accordance with this subsection, the Resource Recovery Board shall rely conclusively on a statement furnished by the University of Florida Bureau of Economic and Business Research as to the current best estimates of the population of the respective CONTRACT COMMUNITIES and unincorporated County.~~

~~(c) If the 51 percent approval required by subsection (b) cannot be obtained within six (6) months of the County Commission passing its resolution requesting a tipping fee increase and if the COUNTY cannot otherwise satisfy revenue requirements so as to incur obligations or indebtedness adequate to pay the cost of additions and improvements necessary to meet the disposal obligation, the COUNTY, with the advice of the Resource Recovery Board, shall calculate the tons per day by which current disposal obligation exceeds the capacity of resource recovery system facilities. The plan of operations will be revised by the Resource Recovery Board in such a manner as required to reduce. In an equitable, pro rata fashion to be determined at the time, the tons per day which each CONTRACT COMMUNITY and unincorporated County will be entitled to deliver or cause to be delivered to resource recovery system facilities.~~

ARTICLE 7

ASSETS AND LIABILITIES OF THE DISTRICT

- 7.1 All assets, properties, liabilities, agreements and responsibilities of the Broward Solid Waste Disposal District and the Broward Resource Recovery Board existing on the date of termination of the predecessor agreement as provided in Article 15 shall continue in the name of the Broward Solid Waste Disposal District.
- 7.2 All assets, properties, liabilities, agreements and responsibilities of the Resource Recovery System held in the name of the County as determined by the Resource Recovery Board, shall be transferred to the Broward Solid Waste Disposal District and held in the name of same.

ARTICLE 108

OBLIGATIONS UNDER THIS AGREEMENT ARE NOT INDEBTEDNESS
OF ANY CONTRACT COMMUNITY OR COUNTY

- ~~10.1~~ The respective obligations of each CONTRACT COMMUNITY and County under this Agreement shall not be an indebtedness of such CONTRACT COMMUNITY or County within the meaning of any constitutional, statutory, charter or ordinance provision or limitation of such CONTRACT COMMUNITY or County. Neither is obligated to pay or cause to be paid any amounts due under this Agreement except in the manner provided herein, and the faith and credit of such CONTRACT COMMUNITY and COUNTY is not pledged to the payments of any amounts due under this Agreement.

ARTICLE ~~11~~9

RELATIONSHIPS OF THE PARTIES

~~11.1~~ Except as set forth herein, no parties to this Agreement shall have any responsibility whatsoever with respect to services provided or contractual obligations assumed by the other party and nothing in this Agreement shall be deemed to constitute any party a partner, agent, or local representative of the other party or to create any type of fiduciary responsibility or relationship of any kind whatsoever between the parties. The obligations to this Agreement are not joint, the obligations are separate and several between each of the CONTRACT COMMUNITIES and COUNTY.

ARTICLE ~~12~~10

MISCELLANEOUS

10.1 To the extent of the terms of this Agreement, COUNTY does hereby grant its power to manage solid waste to the Broward Solid Waste Disposal District pursuant to F.S. 403.706(19).

~~12.1~~10.2 Assignment. This Agreement, or any interest herein, may not be assigned, transferred or otherwise encumbered, under any circumstances by any party without the prior written consent of the other parties to this Agreement. The parties agree, however, that the ~~COUNTY~~ DISTRICT may assign rights and obligations under this Agreement as is necessary by the ~~COUNTY~~ DISTRICT with the advice of the Resource Recovery Board for the provisions of solid waste disposal services under this Agreement.

~~12.2~~ 10.3 State and Federal Laws. The provisions of solid waste disposal services under this Agreement shall comply with all applicable state and federal laws. This Agreement shall be construed in accordance with the laws of the State of Florida.

~~12.3~~ 10.4 The ~~COUNTY~~ DISTRICT agrees to maintain and cause its full service agreements to maintain complete and accurate accounting records for solid waste transfer ~~of or~~ disposal services provided to the CONTRACT COMMUNITIES and unincorporated County. The ~~COUNTY~~ DISTRICT agrees to maintain, or cause to be maintained information in sufficient detail to permit each CONTRACT COMMUNITY and County to ascertain the cost of solid waste services provided pursuant to this Agreement, separate and apart from the cost of other services of the ~~COUNTY~~ DISTRICT. Upon reasonable notice given by any CONTRACT COMMUNITY or County, the ~~COUNTY~~ DISTRICT shall make available ~~or have made available~~ or have made available to such CONTRACT COMMUNITY or County all books, records, computer programs, printouts, memoranda of any kind whatsoever regarding all of the operations of the Resource Recovery System at the cost of the party seeking such information.

~~12.4~~ 10.5 Notices. All notices, consents and other communications required, permitted or otherwise delivered under this Agreement shall be in writing and be delivered either by hand with proof of delivery or mailed by first class registered or certified mail, return receipt required, postage prepaid, and in any case shall be addressed as provided in Exhibit B, attached hereto and made a part hereof. Changes in the respective addresses of CONTRACT COMMUNITIES provided in Exhibit B and of County provided on the signature page may be made from time to time by either party by notice to the other party. Notices and consents given by mail in accordance with this section shall be

deemed to have been given five (5) business days after the day of dispatch; notices and consents given by any other means shall be deemed to have been given when received.

~~12.5~~ 10.6 Grant Information. The CONTRACT COMMUNITIES and County agree to provide the ~~COUNTY and the~~ Resource Recovery Board with all relevant information that any federal, state or local agencies may require in the application for financial assistance in the acquisition or construction of the Resource Recovery System facilities and in the provisions of solid waste disposal services to them. The parties agree to adopt such regulations, execute such agreements and do such work as may be required by federal, state, or local agencies as part of any such application for such financial assistance ~~to the resource recovery facilities.~~

~~12.6~~ 10.7 Incorporation of Agreements. This document supersedes all prior negotiations, correspondence, conversations, agreements, or understandings, applicable to the matters contained therein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed by a majority of the governing bodies of among the CONTRACT COMMUNITIES and County within the District and also among those CONTRACT COMMUNITIES and County containing at least 51 per cent of the population of all CONTRACT COMMUNITIES and unincorporated County. No modification or alteration shall be adopted which reduces the term of this Agreement, ~~as provided in Article 16 hereof.~~

~~12.7~~ 10.8 Additional CONTRACT COMMUNITIES. After ~~March 31, 1987,~~ January 1, 2010 and throughout the term(s) of this Agreement, any municipal corporation existing under the laws of the State and located in COUNTY which is not already a CONTRACT COMMUNITY may become a CONTRACT COMMUNITY by agreeing to all ~~only under the following~~ terms and conditions as provided for by resolution of the Resource Recovery Board.

- ~~(a) Any municipal corporation wishing to become a CONTRACT COMMUNITY, hereinafter, referred to as "Nominee", shall give written notice to the COUNTY and Resource Recovery Board on or before March 31 of the Nominee's desire to become a CONTRACT COMMUNITY as of the following October 1, the beginning of the next b fiscal year.~~
- ~~(b) In its written notice, Nominee shall certify that it has approved this Agreement, as it may have been modified or amended as of that date, and adopted the ordinances required of CONTRACT COMMUNITIES attached to this Agreement as Exhibits C and E, as such have been modified or amended as of that date. The effective date of this of this Agreement and ordinances shall be the following October 1~~
- ~~(c) The written notice shall further acknowledge Nominee's agreement to waive provisions of Section 4.1 of this Agreement regarding the minimizing of transportation of solid waste and cost of such transportation by the Resource Recovery Board in the plan of operations if existing CONTRACT COMMUNITIES waive this provision in writing to the Resource Recovery Board.~~
- ~~(d) The Nominee shall also agree to pay a proportionate share of past costs associated with development of the resource recovery system, the provision of contingency landfill capacity and other similar costs. The Resource Recovery Board shall, upon written~~

~~request of any municipal corporation eligible to become a Nominee, provide a quotation of potential Nominee's share of such past costs which shall be based upon the estimated quantity and quality of the potential Nominee's solid waste which the COUNTY would be required to dispose of over the remaining life of this Agreement. Payment of such past costs to the COUNTY may be made as a lump sum by a Nominee upon becoming CONTRACT COMMUNITY or may be made by it in equal annual installments over the remaining term of this Agreement. There shall be no prepayment penalty. Interest on any unpaid balance shall be computed based upon the maximum rate paid on any Broward County Resource Recovery Revenue Bonds Series 1984 designated for construction of any portion of the resource recovery system.~~

~~(e) When a Nominee has agreed to all of the above terms and met all Of the above conditions, the COUNTY shall give written notice to the Nominee, existing CONTRACT COMMUNITIES and Resource Recovery Board that the Nominee will become a CONTRACT COMMUNITY for all purposes of this Agreement and Exhibit A and B of this Agreement will be modified as appropriate on the following October 1.~~

~~12.8~~ 10.9 Confidentiality. Each CONTRACT COMMUNITY and County acknowledges that information ~~COUNTY DISTRICT~~ obtains from a full service contractor may be subject to confidentiality restrictions under the construction contracts and service agreements to the extent consistent with applicable law.

~~12.9~~ 10.10 Severability. In the event that any provision of this Agreement shall, for any reason, be determined to be invalid, illegal or unenforceable in any respect, the parties hereto shall negotiate in good faith and agree as to such amendments, modifications or supplements of or to this Agreement or such other appropriate actions as shall, to the

maximum extent practicable in light of such determination, implement and give effect to the intentions of the parties as reflected herein, and the other provisions of this Agreement shall, as so amended, modified or supplemented, or otherwise affected by such action, remain in full force and effect.

~~12.10~~ 10.11 Representations and Warranties: Legal Opinions. Each of the CONTRACT COMMUNITIES and County hereby represents and warrant as to itself as follows, and each CONTRACT COMMUNITY and County hereby agrees to provide to the COUNTY's DISTRICT bond counsel and to the COUNTY's General Counsel a favorable opinion of its Counsel dated as of such date as the DISTRICT they may request and on which they the DISTRICT may rely, in furnishing opinions to the full service contractors to the following effect:

- (a) It is duly organized and validly existing under the constitution and laws of the State of Florida, with full legal right, power and authority to enter into and perform its obligations hereunder;
- (b) This Agreement has been duly authorized, executed and delivered by it and constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms (except as such enforceability may be limited by Article X, Section 13 of the Florida Constitution or bankruptcy, moratorium, reorganization or similar laws affecting the right of creditors generally);
- (c) Neither the execution nor delivery by it of this Agreement, ~~nor the delivery by it of this Agreement~~, nor the performance of its obligations hereunder nor the fulfillment of the terms ~~and conditions~~ here: (i) conflicts with, violates or results in a breach of the Constitution, any law or government regulation of the State of Florida, or any

other local law or ordinance; or (ii) conflicts with, violates or results in any breach of any term or condition of any judgment or decree, or any agreement or instrument to which it is a party or by which it or any of its properties or assets are bound, or constitutes a default thereunder;

- (d) Except for the procedures provided under Section 125.01(5), Chapter 163 and Chapter 75 of the Florida Statutes, and such action as has already been taken, no approval authorization, or order of, or any consent or declaration, registration of filing with, any governmental authority of the State of Florida or any referendum or other action of voters by election, action by town or city council or otherwise) is required for the valid execution, delivery and performance of this Agreement by it;
- (e) Except as disclosed in writing to the other parties prior to its execution and delivery of this Agreement, to its best knowledge, there is no action, suit or proceeding, at law or in equity, or any official investigation before any court or governmental authority nor any referendum or other voters' initiative pending or, to its best knowledge, threatened against it which might materially adversely affect the taking or exercise by the ~~Special~~-District or the Resource Recovery Board of the actions to be taken by either of them or the Agreement, or the performance by either of them or it of challenges, or if adversely determined might materially adversely affect, the validity, legality or enforceability of this Agreement.

10.12 The applicable financial disclosure, noticing and reporting requirements of the Broward Solid Waste Disposal District shall be those provided by general law.

10.13 The creation of the Broward Solid Waste Disposal District is consistent with the Comprehensive Development Master Plan of Broward County.

ARTICLE ~~13~~11
INDEMNIFICATION

~~13.1~~ To the maximum extent permitted by law, the DISTRICT, County and each CONTRACT COMMUNITY shall indemnify, defend and hold harmless the other, their officers, employees and agents from and against any liability, claims, demands, actions, costs, expenses, losses of damages whatsoever, including reasonable negligent acts arising out of the performance of its obligations under this Agreement.

ARTICLE ~~14~~12
CONTRACTS WITH HAULERS

~~14.1~~ Each party to this Agreement agrees to cause the terms and conditions of any agreement that it may have with a hauler of solid waste to conform with the terms and conditions of this Agreement ~~within 24 months of its execution hereof.~~ by August 4, 2011.

ARTICLE ~~15~~13
CESSATION

~~15.1~~ 13.1 If any CONTRACT COMMUNITY, County or ~~COUNTY~~ DISTRICT shall fail to perform or observe any of the material terms and conditions of this Agreement for a period of sixty (60) days after receipt of notice of such default from another party or Resource Recovery Board, the party giving the notice of default may be entitled, but not required,

to seek specific performance of this Agreement. The parties acknowledge that money damages may be an inadequate remedy for the failure to perform and that the party giving notice is entitled to obtain an order requiring specific performance by the other party. Failure of any party to exercise its rights in the event of any breach by another party shall not constitute a waiver of such -rights. No party shall be deemed to have waived any failure to perform by another party unless such waiver is in writing and signed by the waiving party. Such waiver shall be limited to the terms specifically contained therein. This paragraph shall be without prejudice to the right of any party to seek such just legal remedy for any breach of the other as may be available to it.

13.2 (a) On or before the date of termination of the predecessor agreement, as provided in Article 15 of this agreement, the Resource Recovery Board shall provide for the equitable distribution of the Broward Solid Waste Disposal District's assets and liabilities to the COUNTY AND CONTRACT COMMUNITIES which were MEMBER COMMUNITIES of the Broward Solid Waste Disposal District prior to January 1, 2010, that it determines are not necessary for the maintenance and continuation of the Broward Solid Waste Disposal District and the maintenance of the Resource Recovery System pursuant to this Agreement.

(b) At the end of this Agreement, and all terms of renewal of same, the Resource Recovery Board shall provide for the equitable distribution of the Broward Solid Waste Disposal District's assets and liabilities to the CONTRACT COMMUNITIES, unincorporated County and COUNTY. The Resource Recovery Board shall consider any perpetual maintenance responsibilities of the COUNTY in making such distributions.

ARTICLE 1614

DURATION

~~16.1~~ This Agreement shall be effective for each CONTRACT COMMUNITY and County on August 4, 2011 and for a period of ten (10) years from said date. This Agreement may be renewed up to one ten (10) year renewable period; however, unincorporated County from the date of execution for a period ending twenty (20) years from the date the initial northern or southern resource recovery facility or contingency landfill servicing the applicable any CONTRACT COMMUNITY or unincorporated the County, which is a party to this Agreement shall have the option at the end of the initial ten (10) year period not to renew this Agreement. as provided for in the plan of operations becomes operational in accordance with the terms of the service agreements or otherwise, but in no event earlier than the final maturity of any indebtedness of the COUNTY issued with respect to the resource recovery system of expiration of the initial term of the northern and southern resource recovery facility service agreements.

ARTICLE 15

RATIFICATION OF INTERLOCAL AGREEMENT

_____ This Interlocal Agreement shall have the following effect upon Contract Communities and County which execute this agreement by June 30, 2010:

_____ 1). Should County and all Contract Communities to the predecessor agreement execute this agreement, this agreement shall be in full force and effect on August 4, 2011.

2). Should less than all Contract Communities to the predecessor agreement execute this agreement, but should Contract Communities representing 80 percent of the historical flows of solid waste to the Northern and Southern facilities pursuant to the predecessor agreement, and County, execute this agreement:

a) Notwithstanding anything to the contrary in Article 14, this agreement shall be deemed the Eleventh Amendment to the predecessor agreement and govern said predecessor agreement from August 4, 2011 to July 13, 2013, for Contract Communities of the predecessor agreement, and County, and additional Contract Communities which have executed this agreement; and

b) Notwithstanding anything to the contrary in Article 14, the initial term of this agreement shall be eight years beginning July 13, 2013 for all Contract Communities and County, which have executed this agreement.

3). Should less than those Contract Communities to the predecessor agreement which represent 80 percent of the historical flows of solid waste to the Northern and Southern Facilities pursuant to the predecessor agreement execute this agreement, but should those Contract Communities representing at least 51 percent of the population of all Contract Communities of the predecessor agreement and County execute this agreement, then:

a) Notwithstanding anything to the contrary in Article 14, this agreement shall be deemed the Eleventh Amendment to the predecessor agreement and govern said predecessor agreement from August 4, 2010 to July 13, 2013, for Contract Communities of the predecessor agreement, and County, and additional Contract Communities which have executed this agreement; and

b) Notwithstanding anything to the contrary in Article 14, the initial term of this agreement shall be eight years beginning July 13, 2013 for all Contract Communities and County, which have executed this agreement.

Notwithstanding the above contained within this subsection (subsection 3), this agreement shall be of no force and effect, should Wheelabrator North Broward, Inc. and Wheelabrator South Broward, Inc. notify the Executive Director of the Broward Solid Waste Disposal District that the Memorandum of Understanding, dated September 1, 2009, or its successor Service Agreement is of no force and effect either as provided by said Memorandum of Understanding or successor service agreement.

4). Should the Contract Communities to the predecessor agreement representing less than 51 percent of the population of all Contract Communities of the predecessor agreement, execute this agreement, or should County not execute this agreement, this agreement shall be of no force and effect.

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 Chairman, authorized to execute same by Board action on the _____ day of _____, 20____, and each CONTRACT COMMUNITY, signing by and through officers duly authorized to execute same.

COUNTY

ATTEST:

BROWARD COUNTY, through its BOARD OF COUNTY COMMISSIONERS

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

By _____
Chair
_____ day of _____ 20 ____.

Approved as to form and legality by Office of General Counsel for Broward County, Florida

General Counsel
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: _____

Assistant General Counsel

CONTRACT COMMUNITY

WITNESS:

Name of Contract Community

_____ day of _____, 20__.

ATTEST:

City Clerk

By _____
City Manager

_____ day of _____, 20__.

(CORPORATE SEAL)

APPROVED AS TO FORM:

City Attorney

EXHIBIT A

NAMES OF CONTRACT COMMUNITIES

EXHIBIT B

NAMES TO WHOM NOTICES ARE TO BE DIRECTED

EXHIBIT C

ORDINANCE NO. _____

AN ORDINANCE ESTABLISHING SOLID WASTE FLOW CONTROL PURSUANT TO SECTION 403.713, FLORIDA STATUTES AND SECTION 3.3 OF THE INTERLOCAL AGREEMENT DATED NOVEMBER 25, 1986 BY AND BETWEEN THE CONTRACT COMMUNITIES AND BROWARD COUNTY, FLORIDA; DIRECTING THE DELIVERY OF ALL SOLID WASTE GENERATED WITHIN (THE UNINCORPORATED GEOGRAPHICAL BOUNDARIES) TO THE RESOURCE RECOVERY SYSTEM DESCRIBED HEREIN; RELINQUISHING TITLE TO SOLID WASTE COLLECTED OR GENERATED WITHIN (THE UNINCORPORATED AREA OF THE COUNTY OR ITS GEOGRAPHICAL BOUNDARIES) UPON DELIVERY OF SUCH SOLID WASTE TO SAID RESOURCE RECOVERY SYSTEM; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, because of the contour, elevation and high ground water level of Broward County, Florida (the "County"), disposal of solid waste through means other than landfills has been encouraged; and

WHEREAS, the Legislature of the State of Florida has discouraged the dumping or burying of solid waste matter and the use of sanitary landfills as the sole method of disposal of solid waste; and

WHEREAS, because of environmental concerns with utilizing of landfilling as the sole method of disposal of solid waste generated by the residents and visitors of the County, certain municipalities within the county and the COUNTY have sought a joint solution to such concerns; and

WHEREAS, Section 403.713, Florida Statutes, provides that (1) “any local government that undertakes resource recovery of solid waste pursuant to general law or special act may control the collection and disposal of solid waste, as defined by general law or such special act, which is generated within the territorial boundaries of such local government and other local governments which enter into interlocal agreements for the disposal of solid waste with the local government sponsoring the resource recovery facility,(2) “any local government which undertakes resource recovery of solid waste pursuant to general law or special act may institute a flow control ordinance for the purpose of ensuring that the resource recovery facility receives an adequate quantity of solid waste from solid waste generated within its jurisdiction,” and (3) “such solid waste will not include scrap, or new or used material, separated at the point of generation and held for purposes of recycling, which shall be subject to state and local public health and safety laws”; and

WHEREAS, consistent with Chapter 403, Part IV, Florida Statutes, and in furtherance of addressing the problems created by the disposal of solid waste, certain municipalities within the County (the “Contract Communities”) have entered into an Interlocal Agreement (the “Interlocal Agreement”), which provides for, among other things, the disposal of solid waste generated within the CONTRACT COMMUNITIES and the unincorporated area of the County; and

WHEREAS, Section 4.3(a) of the Interlocal Agreement provides that each Contract Community and the County agree to enact a waste flow control ordinance as set forth in Section 403.713, Florida Statutes,, directing that solid waste generated within each such Contract Community and the unincorporated area of the County be delivered to the designated resource recovery system transfer or disposal facility or facilities as provided in the Interlocal Agreement, except for solid waste which is to be transported outside the State of Florida; and

WHEREAS, each Contract Community and the County further agree to include in any contract with haulers a provision that all municipal solid waste shall be delivered to the resource recovery system transfer or disposal facility or facilities designated in the Plan of Operations developed pursuant to the Interlocal Agreement;

NOW, THEREFORE, be it ordained by the (governing body of Contract Community or Board of Commissioners of Broward County), Florida, that:

Section 1. Findings.

The findings set forth in the foregoing preamble to this Ordinance are hereby approved and confirmed.

Section 2. Definitions.

For the purpose of this Ordinance, the definitions contained in the Interlocal Agreement shall apply unless otherwise specifically stated in this Section. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular and words in the singular number include the plural. The word “shall” is always mandatory and not merely directory.

(a) Contract Communities. The term “Contract Communities” shall refer to the municipal corporation or corporations existing under the laws of the State of Florida located within the county that from time to time enter into the Interlocal Agreement.

(b) County. The term “County” shall refer to Broward County, Florida, a political subdivision of the State of Florida.

- (c) Haulers. The term “haulers” shall mean those persons, firms or corporations or governmental agencies ~~responsible~~ which collect solid waste (~~under either~~ under oral or written contract, license, permit or otherwise) ~~for the collection of solid waste~~ within the geographic boundaries of the CONTRACT COMMUNITY(IES) or the unincorporated County and ~~transportation to the resource recovery system~~ the delivery of such solid waste to facilities inside or outside the District.
- (d) Interlocal Agreement. The term “Interlocal Agreement” shall refer to that certain Interlocal Agreement by and among the County and the Contract Communities, as amended or supplemented from time to time pursuant to the provisions of the Interlocal Agreement.
- (e) Resource Recovery System. The term “resource recovery system” shall refer to the resource recovery facilities which are constructed, operated and maintained pursuant to the Interlocal Agreement.
- (f) Solid Waste. The term “solid waste” shall have the meaning set forth in Chapter 403, Part IV, Florida Statutes, as amended from time to time, as limited or expanded by the terms “processable waste, unprocessable waste and unacceptable waste” set forth in the Interlocal Agreement.
- (g) District. The term “District” shall refer to the Broward Solid Waste Disposal District created pursuant to the Interlocal Agreement between the County and the CONTRACT COMMUNITIES.

Section 3. Waste Flow Control.

- (a) It is the purpose of the Ordinance to require all inhabitants and persons within the (City of _____ or unincorporated area of the County), Florida to use

exclusively the resource recovery system identified in the Interlocal Agreement for the disposal of all solid waste generated within the (City of _____ or the unincorporated area of the County) for the purpose of ensuring that the resource recovery system receives quantity of solid waste from generated within its boundaries.

(b)The (City of _____ , or the County on behalf of the unincorporated area of Broward County) hereby directs that all solid waste generated within (its geographic boundaries or the unincorporated area of the County) be delivered to the resource recovery system transfer or disposal facility or facilities designated in the Plan of Operations under the Interlocal Agreement and further hereby relinquishes any and all title and interest in solid waste collected or generated within its geographical boundaries upon delivery of such solid waste to the resource recovery system transfer or disposal facility or facilities designated in said Plan of Operations.

(c) Waste generated in the _____ which is shown to be destined for transportation to any destination outside the State of Florida based upon a ~~sworn affidavit of a hauler~~ form approved by the Broward Resource Recovery Board executed by hauler delivered to the Broward Solid Waste Disposal District reciting facts which evidence the transportation and disposal of solid waste outside the State of Florida is excluded from the requirements of subsections (a) and (b), and the flow control restrictions contained herein.

(d) The (City of _____, or the Board of Commissioners of Broward County,) Florida will conform the terms and conditions of any agreement that it may have

with a hauler of solid waste to the terms and conditions of the Interlocal Agreement.

(e) Nothing herein is intended to either discourage or prohibit either voluntary or locally ordained solid waste segregation progress segregating scrap or new or used materials at the point of generation and held for purposes of recycling.

Section 4. Effective Date. This Ordinance shall become effective immediately upon compliance with any statutory requirements relating to notice and publication hereof.

DONE AND ADOPTED in regular session this _____ day of _____, 20__.

(GOVERNING BODY)

By: _____

Title:

EXHIBIT D

REPORTING REQUIREMENTS

AN ORDINANCE ESTABLISHING SOLID WASTE FLOW
CONTROL REPORTING REQUIREMENTS PURSUANT TO
SECTION 403.713, FLORIDA STATUTES AND SECTION 3.3 OF
THE INTERLOCAL AGREEMENT BETWEEN THE CONTRACT COMMUNITIES
AND BROWARD COUNTY, FLORIDA, REQUIRING THE REPORTING OF ALL
SOLID WASTE COLLECTED WITHIN THE BOUNDARIES OF _____,
PROVIDING FOR REMITTANCE

WHEREAS, because of the contour, elevation and high ground water level of Broward County,
Florida, (the "County"), disposal of solid waste through means other than landfills has been encouraged;
and

WHEREAS, the Legislature of the State of Florida has discouraged the dumping or burying of
solid waste matter and the use of sanitary landfills as the sole method of disposal of solid waste; and

WHEREAS, because of environmental concerns with utilizing of landfilling as the sole method of
disposal of solid waste generated by the residents and visitors of the County, certain municipalities
within the county and the County have sought a joint solution to such concerns; and

WHEREAS, Section 403.713, Florida Statutes, provides that (1) "any local government that
undertakes resource recovery of solid waste pursuant to general law or special act may control the
collection and disposal of solid waste, as defined by general law or such special act, which is generated
within the territorial boundaries of such local government and other local governments which enter into
interlocal agreements for the disposal of solid waste with local government sponsoring the resource
recovery facility"; (2) "any local government which undertakes resource recovery of solid waste
pursuant to general law or special act may institute a flow control ordinance for the purpose of ensuring
that the resource recovery facility receives an adequate quantity of solid waste from solid waste

generated within its jurisdiction”; and (3) “such solid waste will not include scrap, or new or used material, separated at the point of generation and held for purposes of recycling, which shall be subject to state and local public health and safety laws”; and

WHEREAS, consistent with Chapter 403, Part IV, Florida Statutes and in furtherance of addressing the problems created by the disposal of solid waste, certain municipalities within the County (the “Contract Communities”) have entered into an Interlocal Agreement, dated November 25, 1986, (the “Interlocal Agreement”) with the County which provides for, among other things, the disposal of solid waste generated within the Contract Communities and the unincorporated area of the County; and

WHEREAS, Section 3.3 of the Interlocal Agreement provides that each Contract Community and the County agree to enact waste flow control ordinances set forth in Section 403.713, Florida Statutes, directing that solid waste generated within each such Contract Community and the unincorporated area of the County be delivered to the designated resource recovery system transfer or disposal facility or facilities as provided in the Interlocal Agreement, except for solid waste which is to be transported outside the State of Florida; and

WHEREAS, each Contract Community and the County agree to enact an ordinance in furtherance of flow control as provided in F.S. 403.713 that shall require reporting requirements of all haulers collecting solid waste generated within the boundaries of the communities;

NOW, THEREFORE, be it ordained by the (governing body of Contract Community or Board of Commissioners of Broward County), Florida, that:

Section 1. Findings. The findings set forth in the foregoing preamble to this Ordinance are hereby approved and confirmed.

Section 2. Definitions. For the purpose of this Ordinance, the definitions contained in the Interlocal Agreement shall apply unless otherwise specifically stated. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular and words in the singular number include the plural. The word "shall" is always mandatory and not merely directory.

- (a) Contract Communities. The term "Contract Communities" shall refer to the municipal corporation or corporations existing under the laws of the State of Florida located within the county that from time to time enter into the Interlocal Agreement.
- (b) County. The term "County" shall refer to Broward County, Florida, a political subdivision of the State of Florida.
- (c) Haulers. The term "haulers" shall mean those persons, firms or corporations or governmental agencies which collect solid waste (either under oral or written contract, license, permit or otherwise) within the geographic boundaries of the CONTRACT COMMUNITY(IES) or the unincorporated County and the delivery of such solid waste to facilities inside or outside the District.
- (d) Interlocal Agreement. The term "Interlocal Agreement" shall refer to that certain Interlocal Agreement by and among the County and the Contract Communities, as amended or supplemented from time to time pursuant to the provisions of the Interlocal Agreement.
- (e) Resource Recovery System. The term "resource recovery system" shall refer to the resource recovery facilities which are constructed, operated and maintained pursuant to the Interlocal Agreement.

- (f) Solid Waste. The term “solid waste” shall have the meaning set forth in Chapter 403, Part IV, Florida Statutes, as amended from time to time, as limited or expanded by the terms “processable waste, unprocessable waste and unacceptable waste” set forth in the Interlocal Agreement.
- (g) District. The term “District” shall refer to the Broward Solid Waste Disposal District created pursuant to Interlocal Agreement between the County and the Contract Communities.
- (h) Processable Waste. The term “processable waste” shall mean that portion of the solid waste stream which is capable of being processed in a mass burn resource recovery facility, including, but not limited to, all forms of household and other garbage, trash, rubbish, refuse, combustible agricultural, commercial and light industrial waste, commercial waste, leaves and brush, paper and cardboard, plastics, wood and lumber, rags, carpeting, occasional tires, wood furniture, mattresses, stumps, wood pallets, timber, tree limbs, ties, and logs, not separated and recycled at the source of generation, but excluding unacceptable waste and unprocessable waste, except, to the extent consistent with the regulatory and permit requirements applicable to the processing of waste by a mass burn resource recovery facility, such minor amounts of such waste (other than hazardous waste) as may be contained in the normal processable waste stream.
- (i) Unacceptable Waste. The term “unacceptable waste” shall mean motor vehicles, trailers, comparable bulky items of machinery or equipment, highly inflammable substances, hazardous waste, sludges, pathological and biological wastes, liquid wastes, sewage, manure, explosives and ordinance materials, and radioactive materials. Unacceptable waste shall also include any other material not permitted

by law or regulation to be disposed of at a landfill unless such landfill is specifically designed, constructed and licensed or permitted to receive such material. None of such material shall constitute either processable waste or unprocessable waste. Haulers shall not knowingly deliver such unacceptable waste to and the COUNTY DISTRICT or full service contractors shall have the right to exclude such unacceptable waste from the resource recovery system.

(j) Unprocessable Waste. The term “unprocessable waste” shall mean that portion of the solid waste stream that is predominately noncombustible and therefore, should not be processed in a mass burn resource recovery system. Unprocessable waste shall include, but not be limited to, metal furniture and appliances, concrete rubble, mixed roofing materials, noncombustible building debris, rock, gravel and other earthen materials, equipment, wire and cable, and any item of solid waste exceeding six feet in any one of its dimensions or being in whole or in part of a solid mass, the solid mass portion of which has dimensions such that a sphere with a diameter of eight inches could be contained within such solid mass portion, and processable waste (to the extent that it is contained in the normal unprocessable waste stream). This shall include construction and demolition debris as defined in F.S. 403.7103(6). This term excludes unacceptable waste. Haulers shall not knowingly deliver unacceptable waste to the COUNTY DISTRICT or full service contractors shall have the right to exclude unacceptable waste from the resource recovery facilities.

Section 3. Reports. Each hauler which collects processable solid waste generated within the boundaries of _____ shall file monthly reports on forms approved by the Broward Resource Recovery Board. Said reports shall require the following information:

- (1) The amount of processable solid waste collected, which has been generated within _____, in cubic yards and tons.
- (2) The amount of processable solid waste transported to each facility in cubic yards and tons.
- (3) The identification of the facility where the processable solid waste has been transported by name and address.

The above described reports shall be remitted to the Executive Director of the Broward Resource Recovery Board or as directed by said Board.

~~The preceding shall not be required where solid waste is intended to be transported outside of the state of Florida.~~

Section 4. Reports. Each hauler which collects unprocessable solid waste generated within the boundaries of _____ where said solid waste is to be transported outside the State of Florida, shall file monthly reports on forms approved by the Broward Resource Recovery Board. Said reports shall require the following information:

- (1). The number and size of all trucks or containers of unprocessable solid waste which has been generated within _____.
- (2). The identification of the facility where each truck or container of unprocessable waste is to be transported.

The above described reports shall be remitted to the Executive Director of the Broward Resource Recovery Board or as directed by said Board.

Section 5. Effective Date. This Ordinance shall become effective immediately upon compliance with any statutory requirements relating to notice and publication hereof.

_____ DONE AND ADOPTED in regular session this _____ day of _____ 20 ____ .

(GOVERNING BODY)

_____ By: _____

_____ Titles: _____