

AN
INTERLOCAL AGREEMENT
WITH
BROWARD COUNTY
FOR
SOLID WASTE DISPOSAL SERVICE

I N D E X

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A G R E E M E N T

This Agreement dated for convenience November 25, 1986, by and 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 undertakings 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

Because of Broward County's contour, elevation and high ground water level, 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 and COUNTY have sought a joint solution to such concerns.

(b) The CONTRACT COMMUNITIES and 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. Solid 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 and 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 the municipalities 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 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.
 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. 7 - 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 CONTRACT COMMUNITIES have jointly developed a comprehensive solid 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.

1.4 It is recognized by CONTRACT COMMUNITIES and COUNTY that the proposed resource recovery system to be constructed, operated, maintained and repaired by the COUNTY or full service contractors retained by the COUNTY 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.

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 the obligation under this Agreement for the disposal of solid waste for the CONTRACT COMMUNITIES as well as for the 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 as provided by the Charter of Broward County, Florida.
- 2.2 Board of County Commissioners. The term "Board of County Commissioners" or "County Commissioners" 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 **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 that enter into this Agreement with the COUNTY and whose names appear in Exhibit A to this Agreement.
- 2.6 **COUNTY.** The term "COUNTY" shall mean Broward County, Florida, a political subdivision of the State of Florida.
- 2.7 **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 **Disposal Obligation.** The term "disposal obligation" shall mean the obligation of the COUNTY 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 disposal facility or transfer station designated pursuant to the plan of operations.

2.9 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.

2.10 Fiscal Year. The term "fiscal year" shall mean October 1 to September 30.

2.11 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 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 facility SES Broward Company, Limited Partnership and as to the northern facility Broward Waste Energy Company, Limited Partnership and any respective successors thereto.

2.12 Haulers. The term "haulers" shall mean those persons, firms or corporations or governmental agencies responsible (under either oral or written contract, or otherwise) for the 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.

2.13 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.

2.14 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 4.7 hereof.

2.15 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 be 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.

2.16 Resource Recovery Board. The term "Resource Recovery Board" shall mean the governing Board of the special 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.

2.17 Resource Recovery System. The term "resource recovery system" shall mean the facilities which are constructed, operated, maintained and repaired or caused to be constructed, operated, maintained and repaired pursuant to this Agreement for the purpose of transfer or disposal of solid waste 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.

2.18 Service Agreement(s). The term "service agreement" shall mean the agreements entered into between 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, 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.

2.19 Solid Waste. The term "solid waste" shall mean processable waste and unprocessable waste, but excludes unacceptable waste.

2.20 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.

2.21 Tipping Fee. The term "tipping fee" shall mean the fees imposed pursuant to Article 6 and collected pursuant to Article 7 of this Agreement from haulers delivering solid waste to the resource recovery system.

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

2.23 Transfer Stations. The term "transfer stations" means the sites and receiving facilities constructed, operated, maintained and repaired by the COUNTY or a full service contractor retained by the COUNTY 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.

2.24 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

or full service contractors shall have the right to exclude such unacceptable waste from the resource recovery system.

2.25 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.

2.25 Unprocessable Waste. The term "unprocessable waste" shall mean that portion of the solid waste stream that is predominantly 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 term excludes unacceptable waste. Haulers shall not knowingly deliver unacceptable waste to and the COUNTY or full service contractors shall have the right to exclude unacceptable waste from the resource recovery facilities.

ARTICLE 3

CONSTRUCTION OF FACILITIES/ COMMITMENT OF WASTE STREAM

- 3.1 The COUNTY shall cause to be constructed, operated, maintained and repaired a resource recovery system located within Broward 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 During the duration of this Agreement as defined in Article 16 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 resource recovery system pursuant to the plan of operations as set forth in Section 4.7.
- 3.3 Each CONTRACT COMMUNITY and COUNTY for the unincorporated area agrees to enact prior to March 31, 1987, a waste flow control ordinance as set forth in 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 or disposal facility or facilities designated in the plan of operations. 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 execution hereof, a provision that all solid waste shall be delivered to the resource recovery system transfer or disposal facility or facilities designated in the plan of operations and to enforce such provision. The COUNTY shall be a third party beneficiary of such provision.

3.4 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 the processable waste necessary to produce electrical energy. Upon delivery to the resource recovery system, neither the unincorporated County nor any CONTRACTING COMMUNITY shall have any interest in electrical energy, ferrous and nonferrous metals and other materials contained in solid waste delivered.

3.5 The COUNTY 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 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

OBLIGATIONS RELATING TO OPERATIONS

4.1 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 to make deliveries under the service agreements. 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 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 the location of the delivery of the solid waste for each CONTRACT COMMUNITY and unincorporated County pursuant to Section 4.7.

- 4.2 The COUNTY shall be responsible for the construction, operation, maintenance and repair of transfer stations or contingency landfills pursuant to paragraph 3.6 or other receiving facilities utilized for the purpose of receiving solid waste which are a part of the resource recovery system.
- 4.3 In order to provide for the testing and startup of any resource recovery system transfer or disposal facility, upon not less than thirty (30) days notice by the COUNTY, 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 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 will share information with the CONTRACT COMMUNITIES as to the progress of construction of all resource recovery 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 change 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 condition, a CONTRACT COMMUNITY 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 COMMUNITY 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 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 Plan of Operations. The COUNTY and the CONTRACT COMMUNITIES agree 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 obligations under this Agreement becomes fully operational, a plan of operations will be promulgated by the Resource Recovery Board consistent with 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 facilities, landfills, contingency landfills and transfer stations; hours of operations; schedules of all participants; 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 of 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 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 Title To and Interest in Products. The CONTRACT COMMUNITIES and 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 Manner of Delivery. Each CONTRACT COMMUNITY and unincorporated County shall provide the COUNTY 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 or contract hauler.
- 4.13 Solid Waste Segregation Programs. The CONTRACT COMMUNITIES and unincorporated County and COUNTY 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 Other Contracts for Waste Delivery. The COUNTY agrees to the extent consistent with the service agreements that neither it nor any operator of resource recovery disposal facilities, landfills, contingency 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 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, that neither it nor any full service contractor will enter into any agreement for the disposal or transfer of solid waste with any municipal corporations 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 or 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 5

RESOURCE RECOVERY BOARD/SPECIAL DISTRICT

5.1 Creation of Resource Recovery Board and Special 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 Section 125.01(5), Florida Statutes, and this Agreement. 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 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 D attached hereto and made a part hereof, and be approved by ordinance of each CONTRACT COMMUNITY in substantially the form of Exhibit E, attached hereto and made a part hereof, prior to March 31, 1987.

5.2 Composition. The Resource Recovery Board shall be comprised of nine (9) members. 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. Such members shall each serve a term of two (2) years.
- (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.

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 even numbered years. During terms commencing with odd numbered years, the remaining member shall be an elected official appointed by the President of the Broward County League of Cities or its successor organization for the CONTRACT COMMUNITIES from a CONTRACT COMMUNITY not otherwise having a member on the Resource Recovery Board in the same manner as 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 Economic and Business Research shall be used.

5.3 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 a CONTRACT COMMUNITY representative presiding in even numbered years and a County 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 operation; 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.

3.5 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 on issues presented by 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 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. The Resource Recovery Board may 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 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.
- (d) The Technical Advisory Committee shall serve in an advisory capacity to both the Resource Recovery Board and COUNTY.

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 ordinance 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 Subsections (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 increased 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, Bureau 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 judgement of the Resource Recovery Board be as nearly the same as the replaced index or indices.

(d) 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 the 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(3), 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 cost 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 as 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 the 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 FEES

- 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 percent (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 of 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 procedures 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 provision. The COUNTY shall be a third party beneficiary of such provision.

ARTICLE 8

ANNUAL AUDIT

8.1 The COUNTY 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, the Resource Recovery Board and, if requested, to private entities utilizing the system. The COUNTY 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 percent 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 Commissioners in the manner described in (a) above if the 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 10

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 CONTRACT COMMUNITY nor COUNTY 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.

This Agreement shall not require any CONTRACT COMMUNITY or COUNTY to levy or pledge any taxes whatsoever for the payment of any amounts due under this Agreement.

ARTICLE 11

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
MISCELLANEOUS

- 12.1 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 may assign rights and obligations under this Agreement as is necessary by the COUNTY with the advice of the Resource Recovery Board for the provisions of solid waste disposal services under this Agreement.
- 12.2 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 COUNTY Records. The COUNTY agrees to maintain and cause its full service contractors pursuant to the terms of the service agreements to maintain complete and accurate accounting records for solid waste transfer or disposal services provided to the CONTRACT COMMUNITIES and unincorporated County. The COUNTY agrees to maintain, or cause to be maintained information in sufficient detail to permit each CONTRACT COMMUNITY 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. Upon reasonable notice given by any CONTRACT COMMUNITY, the COUNTY shall make available or have made available to such CONTRACT COMMUNITY 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 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 requested, 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 Grant Information. The CONTRACT COMMUNITIES 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 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 financial assistance to the resource recovery facilities.

12.6 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 the governing bodies of CONTRACT COMMUNITIES and County Commission containing at least 51 percent 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 18 hereof.

12.7 Additional CONTRACT COMMUNITIES. After March 31, 1987, and throughout the term 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 only under the following terms and conditions:

- (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 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 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 would be required to either modify their then existing operations or incur additional costs unless such 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 a 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 Exhibits A and B of this Agreement will be modified as appropriate on the following October 1.

12.8 Confidentiality. Each CONTRACT COMMUNITY acknowledges that information COUNTY 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 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 Representations and Warranties; Legal Opinions. Each of the CONTRACT COMMUNITIES and COUNTY hereby represents and warrants as to itself as follows and each CONTRACT COMMUNITY hereby agrees to provide to the COUNTY's bond counsel and to the COUNTY's General Counsel a favorable opinion of its Counsel dated as of such date that they may request and on which they 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 or delivery by it of this Agreement, nor the performance of its obligations hereunder or the fulfillment of the terms and conditions

hereof: (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 powers to be exercised by either of them under this Agreement, or the performance by either of them or it of their and its obligations under this Agreement or which challenges, or if adversely determined might materially adversely affect, the validity, legality or enforceability of this Agreement.

ARTICLE 13

INDEMNIFICATION

13.1 To the maximum extent permitted by law, the 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 or damages whatsoever, including reasonable attorney's fees, that may in any way result from any negligent acts arising out of the performance of its obligations under this Agreement.

ARTICLE 14
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.

ARTICLE 15
CESSATION

15.1 If any CONTRACT COMMUNITY, unincorporated County or COUNTY 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.

15.2 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 at the end of the term of this Agreement. The Resource Recovery Board shall consider any perpetual maintenance responsibilities of the COUNTY in making such distributions.

ARTICLE 16

DURATION

16.1 This Agreement shall be effective for each CONTRACT COMMUNITY and 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 CONTRACT COMMUNITY or unincorporated County 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 later of the final maturity of

any indebtedness of the COUNTY issued with respect to the resource recovery system or expiration of the initial term of the northern and southern resource recovery facility service agreements.

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 _____, 198__, and each CONTRACT COMMUNITY, signing by and through officers duly authorized to execute same.

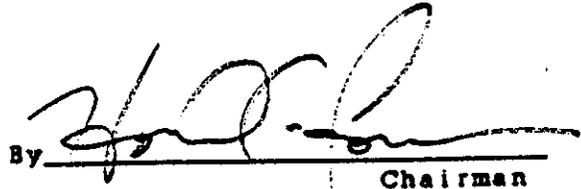
C O U N T Y

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 _____ Chairman

24th day of April, 1987.

Approved as to form and legality by
Office of General Counsel
for Broward County, Florida
SUSAN F. DELEGAL, General Counsel
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (305) 357-7600

Assistant General Counsel

VICTORIA FIALKOWSKI MENARD

EXHIBIT A

NAMES OF THE CONTRACT COMMUNITIES

1. Fort Lauderdale
2. Coral Springs
3. Plantation
4. Sunrise
5. Deerfield Beach
6. Margate
7. Miramar
8. Davie
9. Tamarac
10. Lauderdale Lakes
11. North Lauderdale
12. Coconut Creek
13. Cooper City
14. Wilton Manors
15. Lighthouse Point
16. Pembroke Park
17. Lauderdale-By-The-Sea
18. Hillsboro Beach
19. Oakland Park
20. Hollywood
21. Lazy Lake
22. Lauderhill
23. Sea Ranch Lakes

EXHIBIT B

NAMES TO WHOM NOTICES ARE TO BE DIRECTED

1. Mayor
City of Fort Lauderdale
P. O. Drawer 14250
Ft. Lauderdale, Florida 33302
2. Mayor
City of Coral Springs
9551 West Sample Road
Coral Springs, Florida 33065
3. Mayor
City of Plantation
400 N. W. 73 Avenue
Plantation, Florida 33317
4. Mayor
City of Sunrise
10770 West Oakland Park Boulevard
Sunrise, Florida 33321
5. Mayor
City of Deerfield Beach
150 N. E. Second Avenue
Deerfield Beach, Florida 33441
6. Mayor
City of Margate
5790 Margate Boulevard
Margate, Florida 33063
7. Mayor
City of Miramar
6700 Miramar Parkway
Miramar, Florida 33023
8. Mayor
Town of Davie
6591 S. W. 45 Street
Davie, Florida 33314
9. Mayor
City of Tamarac
5811 N. W. 88 Avenue
Tamarac, Florida 33321

10. Mayor
City of Lauderdale Lakes
4300 N. W. 36 Street
Lauderdale Lakes, Florida 33319
11. Mayor
City of North Lauderdale
701 S. W. 71 Avenue
North Lauderdale, Florida 33068
12. Mayor
City of Coconut Creek
1071 N. W. 45 Avenue
Coconut Creek, Florida 33066
13. Mayor
City of Cooper City
9090 Southwest 50 Place
Cooper City, Florida 33328
14. Mayor
City of Wilton Manors
524 N. E. 21 Court
Wilton Manors, Florida 33305
15. Mayor
City of Lighthouse Point
P. O. Box 5100
Lighthouse Point, Florida 33064
16. Mayor
Town of Pembroke Park
3150 S. W. 52 Avenue
Pembroke Park, Florida 33023
17. Mayor
Town of Lauderdale-By-The-Sea
4501 Ocean Drive
Lauderdale-By-The-Sea, Florida 33308
18. Mayor
Town of Hillsboro Beach
1210 Hillsboro Beach
Pompano Beach, Florida 33062
19. Chairman, Board of County Commissioners
Broward County Governmental Center - Rm. 421
115 South Andrews Avenue
Ft. Lauderdale, Florida 33301

20. Mayor
City of Oakland Park
3650 N.E. 12 Avenue
Oakland Park, Florida 33334
21. Mayor
City of Hollywood
P. O. Box 229045
Hollywood, Florida 33022-9045
22. Mayor
Village of Lazy Lake
2250 Lazy Lane
Lazy Lake, Florida 33305
23. Mayor
City of Lauderhill
2000 City Hall Drive
Lauderhill, Florida 33313
24. Mayor
Village of Sea Ranch Lakes
1 Gate House Road
Sea Ranch Lakes, Florida 33308

CERTIFICATION

I certify this to be a true and correct copy of the record in my office.

WITNESSED: my hand and official seal of the City of Fort Lauderdale, Florida, this

the 31st day of May 1987.

City Clerk

ORDINANCE NO. C-87-30

AN EMERGENCY 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 CITY OF FORT LAUDERDALE TO THE RESOURCE RECOVERY SYSTEM DESCRIBED HEREIN; RELINQUISHING TITLE TO SOLID WASTE COLLECTED OR GENERATED WITHIN THE CITY OF FORT LAUDERDALE 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 sold 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 governments 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 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; and

WHEREAS, each Contract Community and the County further area 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 designed in the plan of operations developed pursuant to the Interlocal Agreement; and

WHEREAS, the Broward County General Counsel's office has informed the City that a "Solid Waste Flow Control" ordinance in substantially the same form as Exhibit "C" to the Interlocal Agreement must be adopted before the close of business on March 31, 1987; and

WHEREAS, based on the foregoing, the City Commission of the City of Fort Lauderdale has determined that a "Solid Waste Flow Control" ordinance must be enacted on an emergency basis to protect the health, safety and property of the citizens of Fort Lauderdale and the community:

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF FORT LAUDERDALE, FLORIDA:

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 terms "Contract Communities" shall refer to the municipal corporation or corporations existing under the laws of the State of Florida located within the county 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) Hauler. The term "hauler" shall refer to those persons, firms or corporations or governmental agencies responsible (under either oral or written contract, or otherwise) for the collection of solid waste within the geographic boundaries of the Contract Communities and transportation to the resource recovery system.

(d) Interlocal Agreement. The term "Interlocal Agreement" shall refer to that certain Interlocal Agreement, dated November 25, 1986, 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 or caused to be 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 by the County and approved by the governing bodies of the Contract Communities pursuant to the Interlocal Agreement.

SECTION 3. Waste Flow Control.

(a) It is the purpose of this Ordinance to require all inhabitants and persons within the City of Fort Lauderdale, 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 Fort Lauderdale for the purpose of ensuring that the resource recovery system receives an adequate quantity of solid waste from solid waste generated within its boundaries.

(b) The City of Fort Lauderdale, Florida hereby directs that all solid waste generated within its geographic boundaries be delivered to the resource recovery system transfer or disposal facility or facilities designed in the plan of operation 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) The City of Fort Lauderdale, 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.

(d) Nothing herein is 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 recycling.

SECTION 4. That if any clause, section or other part of this Ordinance shall be held invalid or unconstitutional by any court of competent jurisdiction, the remainder of this Ordinance shall not be affected thereby, but shall remain in full force and effect.

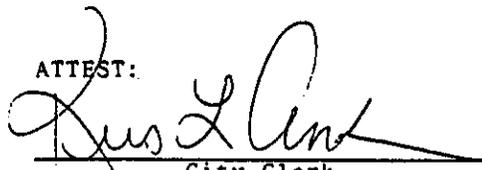
SECTION 5. That all ordinances or parts of ordinances in conflict herewith, be and the same are hereby repealed.

SECTION 6. That this Ordinance shall become effective immediately upon final passage.

PASSED FIRST READING this the 31st day of March, 1987.
PASSED SECOND READING this the 31st day of March, 1987.



Mayor
ROBERT O. COX

ATTEST:


City Clerk
KRIS L. ANDERSON

3131E

EXHIBIT D

ORDINANCE NO. 87-3

AN ORDINANCE CREATING THE BROWARD SOLID WASTE DISPOSAL DISTRICT; PROVIDING FOR ITS GOVERNANCE BY THE RESOURCE RECOVERY BOARD AND THE TERMS, COMPOSITION AND DUTIES OF SAID BOARD; PROVIDING FOR THE IMPOSITION BY SAID BOARD OF SERVICE CHARGES FOR SOLID WASTE DISPOSAL SERVICES TO BE PROVIDED WITHIN THE DISTRICT ON THE OWNERS OF IMPROVED REAL PROPERTY WITHIN THE DISTRICT; PROVIDING FOR SUCH SERVICE CHARGES TO BE IMPOSED BY RATE RESOLUTION OF SAID BOARD FOLLOWING PUBLIC HEARING; PROVIDING FOR THE PROCEDURES FOR ESTABLISHING SERVICE CHARGE ROLLS BY THE PROPERTY APPRAISER OF BROWARD COUNTY AND THE COLLECTION OF SERVICE CHARGES BY THE COUNTY TAX COLLECTOR; PROVIDING FOR DISCOUNTS FOR EARLY PAYMENT OF SERVICE CHARGES; PROVIDING THAT DELINQUENT SERVICE CHARGES SHALL CONSTITUTE LIENS ON THE IMPROVED REAL PROPERTY ON WHICH SUCH SERVICE CHARGES WERE IMPOSED; PROVIDING PROCEDURES FOR APPEALS TO THE RESOURCE RECOVERY BOARD; PROVIDING PROCEDURES IF SERVICE CHARGES ARE OMITTED; PROVIDING FOR SERVICE CHARGES APPLICABLE TO GOVERNMENTAL AGENCIES, LEASEHOLD INTERESTS AND TAX-EXEMPT PROPERTY; PROVIDING RELIEF FROM SERVICE CHARGES UNDER CERTAIN CIRCUMSTANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING AN EFFECTIVE DATE.

(Sponsored by the Board of County Commissioners)

WHEREAS, Broward County, Florida (the "County"), is authorized pursuant to Section 125.01(1)(k) and (p), respectively, Florida Statutes, to provide and regulate waste collection and disposal and to enter into agreements with other governmental agencies within the boundaries of the County for joint performance by one unit in behalf of the other, of any of either agency's authorized functions; and

WHEREAS, the County has heretofore incurred System Indebtedness (hereinafter defined) pursuant to Chapter 159, Part II, Florida Statutes, and Chapter 166, Florida Statutes, for the purpose of acquiring and constructing the Resource Recovery System (hereinafter defined) and entered into contractual arrangements with the Full Service Contractors (hereinafter defined) for the purpose of providing for the disposal of solid waste collected within the unincorporated area of the County and the municipalities within the County which have or will become party to the Interlocal Agreement, as hereinafter defined (the "Contract Communities"); and

WHEREAS, Section 403.713, Florida Statutes, provides that any local government that undertakes resource recovery of solid waste may control the collection and disposal of solid waste 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 and that any such local government which undertakes resource recovery of solid waste 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

WHEREAS, the County and Contract Communities each have or will have entered into an Interlocal Agreement (hereinafter defined) pursuant to which the parties have or will have agreed to cause the solid waste collected within their respective boundaries to be delivered to the Resource

Recovery System and to pay for such services as provided in the Interlocal Agreement; and

WHEREAS, the County and Contract Communities each have or will have adopted waste flow control ordinances directing that solid waste generated within their respective geographical boundaries be delivered to the Resource Recovery System; and

WHEREAS Section 125.01(5), Florida Statutes, provides that the governing body of a county shall have the power to establish special districts to include both incorporated and unincorporated areas, subject to the approval of the governing body of the incorporated area affected, within which may be provided municipal services and facilities from funds derived from service charges within such district only and that the governing body of such special district shall be composed of county commissioners and may include elected officials of the governing body of an incorporated area included in the boundaries of the special district with the basis of apportionment being set forth in the ordinance creating the special district; and

WHEREAS, the County and Contract Communities have or will have agreed in the Interlocal Agreement that there shall be created a special district pursuant to Section 125.01(5), Florida Statutes, for the purpose of establishing tipping fees, user charges and service charges, advising the County concerning Construction Contracts and Service Agreements and providing oversight of the operations of the Resource Recovery System for the Contract Communities and the County; such creation to be effected by

County ordinance and to be approved by ordinance of each Contract Community; and

WHEREAS, the County and Contract Communities have further agreed or will further agree in the Interlocal Agreement pursuant to the express authority contained in Section 125.01(5), Florida Statutes, to the imposition and collection by the Resource Recovery Board (hereinafter defined), the governing body of the special district hereinafter created, of service charges for the purpose of making up Disposal Obligation Revenue Shortfalls (hereinafter defined) projected or incurred by the County in any Fiscal Year (hereinafter defined); NOW, THEREFORE,

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF BROWARD COUNTY, FLORIDA:

Section 1. FINDINGS.

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

Section 2. DEFINITIONS.

2.01 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) Addendum means the list prepared by the Property Appraiser and confirmed by the Resource Recovery Board for each Fiscal Year in which the Service Charge is imposed containing the same information as the Service Charge Roll as to any parcels of Improved Real Property not incorporated in the corresponding Service Charge Roll and incorporating any changes as to the information specified for any parcel of Improved Real Property on the corresponding Service Charge Roll.
- (b) Chairman means the Chairman of the Resource Recovery Board and any successor to his functions.
- (c) Commercial Improved Real Property means all Improved Real Property primarily used for commercial activities and enterprises and excludes all Improved Real Property primarily used for residential purposes, including but not limited to, such residential uses as single family residences, condominiums, multiple family residences or apartments, motels and commercial trailer parks.
- (d) Construction Contracts means the contracts to be entered into by the County and SES Broward Company, Limited Partnership pursuant to Resolution No. 86-3007 dated August 19, 1986, and Broward Solid 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 Contractors to design, construct, test, maintain and repair a part of the Resource Recovery System.
- (e) Contract Communities means the municipal corporations located within the County which are both parties to the Interlocal Agreement and included within the District.
- (f) County means Broward County, Florida, a political subdivision of the State of Florida.
- (g) County Commission means the Board of County Commissioners of the County and any successor thereto as the governing body of the County.

- (h) District means the Broward Solid Waste Disposal District, a special district created by the Ordinance pursuant to the authority granted by Section 125.01(5), Florida Statutes, and any successor thereto.
- (i) Disposal Obligation Revenue Shortfall means the difference, if any, projected or realized by the County in any Fiscal Year by subtracting from the total tipping fees and other revenues projected to be or actually received by the County in such Fiscal Year the projected or actual cost to the County (as such cost is determined by reference to the Interlocal Agreement and the Service Agreements) of meeting its obligation under the Interlocal Agreement to provide for the disposal of all solid waste generated in each Contract Community and in the unincorporated area of the County.
- (j) Fiscal Year means the period commencing on the first day of October of any year and ending on the last day of September of the following year.
- (k) Full Service Contractors means a person, firm or corporation which has entered or will enter into an agreement with the County to design, construct, test, maintain, repair and operate resource recovery facilities, landfills or transfer stations for the purpose of disposal of solid waste through the Resource Recovery System and shall mean as to the southern facility, SES Broward County, Limited Partnership and as to the northern facility, Broward Waste Energy Company, Limited Partnership and any respective successors thereto.
- (l) Governmental Agencies means all federal, state of Florida or local agencies or units of government located within the District, including but not limited to the School Board of the County, Contract Communities, all special districts and municipal service taxing units with all or part of their boundaries within the District and any municipality or special district or other unit of government not located within the District but which is the Owner of Improved Real Property within the District.
- (m) Improved Real Property means all real property located within the District that generates or is capable of generating solid waste and that contains buildings, structures or other improvements designed or constructed for and suitable for use or used for human habitation or human activity or commercial enterprise.

- (n) Interlocal Agreement means the Interlocal Agreement, dated November 25, 1986, between the County and the Contract Communities pursuant to which the parties have or will have agreed to cause the solid waste collected within their boundaries to be delivered to the Resource Recovery System and to pay for such services as provided therein.
- (o) Notice of Lien means a Notice of Lien filed pursuant to Section 9 of this Ordinance.
- (p) Ordinance means this Ordinance adopted by the County Commission on March 10, 1987, and any amendments or supplements thereto.
- (q) Owner means a person or persons owning an interest in Improved Real Property located in whole or in part within the District.
- (r) Person means an individual, firm, partnership, corporation, association, executor, administrator, trustee or other legal entity, whether singular or plural, masculine or feminine, as the context may require.
- (s) Property Appraiser means the Property Appraiser of the County or the officer succeeding to his functions.
- (t) Rate Resolution means a resolution adopted by the Resource Recovery Board pursuant to Section 7 of this Ordinance incorporating a schedule of Service Charges to be imposed upon the Owners of all Improved Real Property within the District on account of a Fiscal Year.
- (u) Resource Recovery Board means the Resource Recovery Board created by Section 4 of this Ordinance as the governing board of the District and any successor thereto.
- (v) Resource Recovery System means the resource recovery facilities which are or are caused to be constructed, operated, maintained and repaired pursuant to the Interlocal Agreement, the Construction Contracts and the Service Agreements for the purpose of disposal of solid waste generated in the District and the recovery and sale of materials and energy therefrom including all landfills, transfer stations, disposal facilities and electric generating facilities, but excluding the County-owned landfill located in the Town of Davie, Florida, which is in existence as of the date of this Ordinance.

- (w) Secretary means the Secretary of the Resource Recovery Board and any successor to his functions.
- (x) Service Agreements means the contracts to be entered into between the County and SES Broward County, 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 Contractors for the purpose of operating, maintaining and repairing all or any part of the Resource Recovery System.
- (y) Service Charge means the Service Charges to be imposed upon the Owners of all Improved Real Property within the District during any Fiscal Year pursuant to a Rate Resolution as authorized by Section 125.01(5), Florida Statutes, and pursuant to Section 7 of this Ordinance.
- (z) Service Charge Roll means the list prepared by and based upon the certified roll of the Property Appraiser and confirmed by the Resource Recovery Board for each Fiscal Year in which the Service Charge is imposed containing a summary description of each parcel of Improved Real Property within the District as indicated on the records maintained by the Property Appraiser, the name and address of the Owner(s) of each such parcel as indicated on the records maintained by the Property Appraiser, the rate classification applicable to each parcel of Improved Real Property as specified in the Rate Resolution and the amount of the Service Charges applicable to each parcel of Improved Real Property for each Fiscal Year in which the Service Charge is imposed.
- (aa) System Indebtedness means all indebtedness incurred by the County to pay the cost of acquiring, constructing and equipping the Resource Recovery System at any time outstanding.
- (bb) Tax Collector means the Director of the County Department of Finance and Administrative Services and any successor thereto who provides tax collection services pursuant to Section 4.03 of the Broward County Charter.

Section 3. CREATION OF DISTRICT.

3.01 Pursuant to authority granted by Section 125.01(5), Florida Statutes, there is hereby established and created a special district to be known as the "Broward Solid Waste Disposal District" (the "District") to include both the incorporated municipalities who have as of this date elected to join the District and any incorporated municipalities which may elect to join the District as hereinafter provided for and the unincorporated area of the County, subject to the approval of the governing body of each incorporated municipality becoming a member of the District. The approval of each incorporated municipality becoming a member of the District shall be evidenced by an ordinance duly adopted by the governing body of such municipality approving the terms and provisions of this Ordinance, a certified copy of which shall be filed with this Ordinance in the office of the Department of State of the State of Florida. The approval of the unincorporated area of the County shall be evidenced by the adoption of this Ordinance by the Board of County Commissioners as the governing body of such unincorporated area. Incorporated municipalities which elect to become members of the District by adopting an ordinance approving the terms and provisions of this Ordinance after March 31, 1987, shall be entitled to join but shall be subject to provisions contained in Section 12.7 of the Interlocal Agreement. Each incorporated municipality in the County as a condition precedent to becoming a member of the District shall be required to become a Contract Community.

Section 4. RESOURCE RECOVERY BOARD;
COMPOSITION; TERMS.

4.01 The governing board of the District shall be known as the Resource Recovery Board and shall consist of nine (9) members. Four (4) members shall be members of the County Commission appointed by the County Commission 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 appointed by the governing bodies of the two Contract Communities with the largest population for a term of two (2) years.
- (b) One (1) member shall be appointed by the Contract Community nearest to the median in size based upon population for a term of 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 and are not otherwise represented on the Resource Recovery Board for a term of two (2) years.

The remaining member shall either be a member of the County Commission appointed by the County Commission for a term of one (1) year in each even-numbered year or shall be an elected official appointed as provided in 4.01(c) above from a Contract Community not otherwise represented on the Resource Recovery Board for a term of one (1) year in each odd-numbered year.

4.02 Each member of the Resource Recovery Board shall be an elected official, either a member of the County Commission or a member of

the governing body of the Contract Community represented on the Resource Recovery Board.

4.03 Any member of the Resource Recovery Board who ceases to be an elected official during his term of membership on the Resource Recovery Board shall be succeeded by an elected official appointed by the same appointing authority and chosen from the same governing body as his predecessor to serve out the balance of the term.

4.04 In making the population determinations required by 4.01(a) and (b) above, the population figures contained in the latest statement provided by the University of Florida Bureau of Economic and Business Research shall be used.

Section 5. OFFICERS; QUORUM.

5.01 The Resource Recovery Board shall appoint one of its members as Chairman and one as Vice-chairman, each for one-year terms. The Chairman shall be a County Commission representative in odd-numbered years and a Contract Community representative in even-numbered years. The County Administrator shall act as Secretary to the Resource Recovery Board.

5.02 A majority of the members of the Resource Recovery Board shall constitute a quorum.

Section 6. POWERS AND DUTIES.

6.01 The Resource Recovery Board shall perform all duties and discharge all obligations imposed upon it by the Interlocal Agreement, as the same may be amended and supplemented, in the manner provided for therein.

Section 7. IMPOSITION OF SERVICE CHARGE;
RATE RESOLUTION; PUBLIC HEARING.

7.01 The fact that any residential or commercial improved real property located within the District is designed for occupation or use, is occupied or in use, or is capable of being occupied or used shall be prima facie evidence that solid waste is being generated by or accumulated upon such real property and it is hereby determined that the provision of the Resource Recovery System is a benefit and improvement to all improved real property within the District by insuring a source for the disposal of solid waste being generated by or potentially to be generated by the occupation or use of such real property.

7.02 On or before the fifteenth (15th) day of July in each Fiscal Year commencing with the Fiscal Year succeeding the Fiscal Year in which the Resource Recovery System is placed in commercial operation, the Resource Recovery Board shall, based on consultation with the County, the Contract Communities and the Full Service Contractors and such other sources of information as it deems useful in reaching such determination, determine if a Disposal Obligation Revenue Shortfall is projected to occur on account of such Fiscal Year or the next ensuing Fiscal Year and the amount of such projected Disposal Obligation Revenue Shortfall. In the

event no such Disposal Obligation Revenue Shortfall is projected to occur, no further action need be taken. If a Disposal Obligation Revenue Shortfall is projected to occur, the Resource Recovery Board shall adopt a Rate Resolution, substantially in the form attached hereto as Exhibit A (except additional categories of Billing Units or Specific Service Charges may be created by the Resource Recovery Board from time to time in the event the Board determines that it is necessary to create such additional categories to accommodate uses, buildings, structures or other improvements that were not known or contemplated at the time of the adoption of this Ordinance), incorporating a schedule of Service Charges to be imposed upon the Owners of all Improved Real Property in the District to provide the revenues to meet the Disposal Obligation Revenue Shortfall having occurred or projected to occur on account of such Fiscal Year or the next ensuing Fiscal Year. The Rate Resolution shall also provide that the Service Charges to be imposed pursuant thereto shall not be imposed and collected until a public hearing provided for therein has been noticed and held.

7.03 Notice of such public hearing shall be published by the Resource Recovery Board in a newspaper of general circulation in the County at least twice, with the first publication being at least twenty (20) days prior to the date of public hearing. Such notice shall contain the date, time and place of the public hearing, together with a brief description of the purpose of the public hearing and a statement of where copies of the Rate Resolution will be available for examination by interested parties prior to the public hearing. Such public hearing may be continued to a

date certain without the necessity of further newspaper advertisement or public notice. The Rate Resolution shall be adopted by the Resource Recovery Board at the conclusion of the public hearing and shall be effective as of such date.

7.04 In addition, the Resource Recovery Board shall adopt a Rate Resolution pursuant to the procedures described in the foregoing paragraph upon receiving notification from the County as provided in Section 6.4(b) of the Interlocal Agreement.

Section 8. SCOPE OF SERVICE CHARGE; TIMING;
DISCOUNTS; DELINQUENCY.

8.01 The Service Charge shall be imposed against the Owners of all real property in the District if such real property is Improved Real Property on the first day of January prior to the Fiscal Year in which the Service Charge is imposed irrespective of whether such Improved Real Property is occupied or otherwise in use on such date.

8.02 The Owner and description of each parcel of Improved Real Property shall be that designated on the real property assessment roll maintained by the Property Appraiser.

8.03 The Service Charge imposed under a Rate Resolution shall be due and payable on November 1 of the Fiscal Year next succeeding the Fiscal Year in which the Rate Resolution is adopted. Discounts for early payment of Service Charges shall be at the rate of four percent (4%) in the month of November; three percent (3%) in the month of December; two

percent (2%) in the month of January; and one percent (1%) in the month of February. The Service Charges paid in March shall be without discount. The Service Charge shall become delinquent if not fully paid by the first (1st) day of April of the Fiscal Year for which the Service Charge is imposed. All delinquent Service Charges shall bear an initial penalty of three percent (3%) of the full amount of the Service Charge if not paid by the first (1st) day of April of the Fiscal Year for which the Service Charge is imposed and an additional penalty of one and one-half percent (1 1/2%) per month on the delinquent principal amount on the first (1st) day of June and on the first (1st) day of each month thereafter until said Service Charge is paid in full.

Section 9. SERVICE CHARGE AS A LIEN ON PROPERTY.

9.01 All Service Charges imposed against the Owners of Improved Real Property within the District under the provisions of this Ordinance shall constitute, and are hereby imposed as, liens against such Improved Real Property as of the first (1st) day of October of the Fiscal Year for which the Service Charge is imposed. Until fully paid and discharged or barred by law, said Service Charges shall remain liens equal in rank and dignity with the lien of County ad valorem taxes and superior in rank and dignity to all other liens, encumbrances, titles and claims in, to or against the Improved Real Property involved.

9.02 Unpaid Service Charges shall remain and constitute liens against such parcels of Improved Real Property within the District from the

first (1st) day of October of the Fiscal Year for which the Service Charge is imposed until paid.

9.03 If any Service Charge becomes delinquent by not being fully paid by the first (1st) day of April of the Fiscal Year for which the Service Charge is imposed and remains delinquent, the Resource Recovery Board upon receipt of the list of outstanding and uncollected Service Charges for such Fiscal Year from the Tax Collector under the provisions of Section 10 of this Ordinance shall cause to be prepared a Notice of Lien containing the amount of the delinquent Service Charge including the amount of the initial penalty as provided in Section 8 of this Ordinance, a legal description of the Improved Real Property against which the lien is imposed and the name of the Owner of such Improved Real Property as indicated on the real property assessment roll maintained by the Property Appraiser of the County. Said Notice of Lien shall be recorded in the public records of Broward County, Florida.

Section 10. COLLECTION OF SERVICE CHARGES;
DISCHARGE OF RECORDED LIEN.

10.01 The Tax Collector is hereby vested with the power, and it shall be his duty, to collect payments of all current Service Charges from November 1 of the Fiscal year for which the Service Charge is imposed through the first (1st) day of June of such Fiscal Year. The Tax Collector shall distribute the Service Charges collected during such period at least monthly as received by depositing the same with a bank depository or depositories for the account of the District as directed in the Rate Resolution.

10.02 The Tax Collector shall mail a second notice to all Owners of Improved Real Property who have not paid the applicable Service Charge prior to June 1 of each Fiscal Year. Such notice shall specify the amount of the Service Charge imposed on such Improved Real Property, shall advise the Owners of the initial penalty as provided in Section 8 of this Ordinance and shall advise such Owners when the Service Charge is delinquent and is subject to the additional penalties provided in Section 8 of this Ordinance.

10.03 On or before the thirtieth (30th) day of June of each Fiscal Year, the Tax Collector shall prepare a list of outstanding and uncollected Service Charges for such Fiscal Year and shall deliver such list to the Resource Recovery Board. Such list shall contain the amount of the outstanding Service Charge, a legal description of the Improved Real Property against which the Service Charge is imposed and the name of the Owner of such Improved Real Property as indicated on the real property assessment roll maintained by the Property Appraiser.

10.04 Upon the delivery of such list of outstanding and uncollected Service Charges, the duty of the Tax Collector to collect such Service Charges shall cease and, thereafter, all such outstanding Service Charges or liens may be discharged and satisfied by payment to the Resource Recovery Board of the aggregate amount due for such outstanding Service Charge plus, when delinquent, the initial penalty plus the additional penalties provided in Section 8 of this Ordinance, together with an additional sum to cover the cost of recording and the total amount due, plus penalties, for any prior Service Charge or lien for such Improved Real Property that

remains outstanding and unpaid. When any such lien or liens has been fully paid and discharged, the County Administrator shall properly cause evidence of the satisfaction and discharge of such lien to be provided. Said lien or liens shall not be assigned by the County to any person.

Section 11. ENFORCEMENT OF DELINQUENT SERVICE CHARGES.

11.01 Delinquent Service Charges subsequent to the date of the recording of the Notice of Lien provided for in Section 9 of this Ordinance shall constitute, until paid and discharged, a lien upon such Improved Real Property which must be satisfied by payment, together with all accrued penalties plus costs and reasonable attorney's fees, at the time such Improved Real Property is sold by the Owner thereof or the title thereto is otherwise conveyed or transferred to another person in accordance with law.

Section 12. CERTIFICATION TO TAX COLLECTOR OF RATE RESOLUTION; CALCULATION OF SERVICE CHARGE.

12.01 Upon adoption of the Rate Resolution as provided in Section 7 of this Ordinance, the Resource Recovery Board shall forthwith deliver a certified copy thereof to the Property Appraiser. Based upon the Rate Resolution, the Property Appraiser shall prepare a Service Charge Roll for the District. Such Service Charge Roll shall contain a summary description of each parcel of Improved Real Property within the District on the first (1st) day of January prior to the Fiscal Year for which the Service Charge is to be imposed, the name and address of the Owner(s) of each such

parcel, the rate classification applicable to each parcel of Improved Real Property as specified in the Rate Resolution and the amount of the Service Charge applicable to each parcel of Improved Real Property. The summary description of each parcel of Improved Real Property shall be in such detail as to permit ready identification of each parcel on the real Property assessment roll. The information specified above to be included in the Service Charge Roll shall conform to that maintained by the Property Appraiser on the real property assessment roll.

12.02 In the event any classification of Improved Real Property designated in the Rate Resolution requires an individual calculation of a Service Charge, the Property Appraiser shall calculate and determine such Service Charge.

12.03 Upon the completion of the preparation of the Service Charge Roll, the Resource Recovery Board shall at any regular or special meeting, review the Service Charge Roll prepared by the Property Appraiser for preparation in conformity with the Rate Resolution. The Resource Recovery Board shall make such changes or additions as necessary to conform such Service Charge Roll with the Rate Resolution. If upon the completion of such review, the Resource Recovery Board shall be satisfied that the Service Charge Roll has been prepared in conformity with the Rate Resolution, it shall ratify and confirm such Service Charge Roll and certify the Service Charge Roll to the Tax Collector for collection.

12.04 On or before October 1 of the Fiscal Year for which the Service Charge Roll is imposed, the Resource Recovery Board shall cause to

be prepared an Addendum to the Service Charge Roll containing any parcels of Improved Real Property not incorporated into the Service Charge Roll but constituting Improved Real Property on the first (1st) day of January prior to the Fiscal Year for which the Service Charge is to be imposed. Included in such Addendum shall be any change in the information specified for each parcel of property on the Service Charge Roll. Such Addendum to the Service Charge Roll shall contain such information as required in this Ordinance for the Service Charge Roll and shall be certified in the manner provided in this Ordinance for the Service Charge Roll.

12.05 The County Administrator in cooperation with the Tax Collector and the Property Appraiser shall cause the information contained in the Service Charge Roll and the Addendum thereto, if any, to be incorporated into the data processing file maintained by the County so that the applicable Service Charge can be identified for each individual parcel of Improved Real Property specified on the real property assessment roll maintained by the Property Appraiser.

Section 13. BILLING BY TAX COLLECTOR; DELIVERY OF REPORT ON DELINQUENT SERVICE CHARGE.

13.01 The Tax Collector shall mail, to each Owner of Improved Real Property included on the Service Charge Roll and Addendum, if any, a notice of the amount of the Service Charge imposed on such Improved Real Property and advising the Owner of the discounts for early payment.

13.02 Nothing contained in this Ordinance shall be construed or interpreted to preclude the Resource Recovery Board from submitting, within

its discretion, a separately prepared notice of the Service Charge imposed on certain Improved Real Property to the Owner of such Improved Real Property, if in the opinion of the Resource Recovery Board, such procedure will facilitate the billing and collection of such Service Charges.

Section 14. CORRECTION OF ERRORS AND OMISSIONS;
PETITION TO RESOURCE RECOVERY BOARD.

14.01 No act of omission or commission on the part of the Property Appraiser, Tax Collector, Resource Recovery Board, County Administrator, or their deputies or employees, shall operate to defeat the payment of the Service Charge imposed by the Resource Recovery Board under the provisions of this Ordinance, provided, however, that any acts of omission or commission may be corrected at any time by the officers or party responsible for them in like manner as provided under this Ordinance for performing such acts in the first place, and when so corrected they shall be construed as valid ab initio and shall in no way affect any process by law for the enforcement of the Service Charge imposed under the provisions of this Ordinance.

14.02 The Resource Recovery Board shall have the authority, at any time, upon its own initiative or in response to a petition from any affected Owner of Improved Real Property, to correct any error of omission or commission in the adoption of any Service Charge Roll or Addendum thereto, if any, or in the implementation of this Ordinance, including but not limited to, an error in including any real property on such Service Charge Roll when such real property is not Improved Real Property within the scope of

this Ordinance, any error in the calculation of the Service Charge imposed against any parcel of Improved Real Property and any error in the classification of any Improved Real Property based upon the classifications established in the Rate Resolution and certify such corrections to the Tax Collector for collection.

14.03 Any Owner of real property may petition the Resource Recovery Board to correct any asserted error of omission or commission in relation to his property in the adoption of the Service Charge Roll or any Addendum thereto or in the implementation of this Ordinance by filing with the Resource Recovery Board a written petition containing the name of the Owner, a legal description of the real property affected, a summary description of the asserted error and the relief requested of the Resource Recovery Board. The Resource Recovery Board may establish a reasonable fee for filing such a petition. Such petition shall be considered by the Resource Recovery Board at any regular or special meeting and certify such changes and corrections to the Tax Collector for collection. The Resource Recovery Board may appoint special masters to consider and make recommendations to it concerning the merits of such petitions.

Section 15. FAILURE TO INCLUDE IMPROVED REAL PROPERTY
ON SERVICE CHARGE ROLL.

15.01 When it shall appear that any Service Charge might have been imposed under the provisions of this Ordinance against any parcel of Improved Real Property, but such parcel of Improved Real Property was omitted from the appropriate Service Charge Roll, or any Addendum thereto,

the Resource Recovery Board may, by resolution, impose the applicable Service Charge for the Fiscal Year in which such error is discovered plus the applicable Service Charge for the prior two (2) Fiscal Years if such Improved Property was subject to a Service Charge for each such prior two (2) Fiscal Years and certify such changes and corrections to the Tax Collector for collection. Changes under this section shall be certified by the Resource Recovery Board to the Tax Collector for collection. Such total Service Charges shall become delinquent if not fully paid upon the expiration of sixty (60) days from the date of the adoption of said resolution and upon becoming delinquent shall be subject to the penalties and interest for delinquent Service Charges as provided in Section 8 of this Ordinance. Such total Service Charges shall be subject to a discount for early payment of four percent (4%) if paid within thirty (30) days from the date of the adoption of said resolution. The discount provided in this section shall be the total discount applicable to such Service Charges and the discounts for early payment provided in Section 8 of this Ordinance shall not be applicable to such Service Charges.

15.02 The total amount of such Service Charges shall constitute, and are hereby imposed, as a lien against such Improved Real Property as of the first (1st) day of October of the Fiscal Year in which such resolution is adopted by the Resource Recovery Board.

Section 16. SERVICE CHARGE TO GOVERNMENTAL AGENCIES.

16.01 All governmental agencies owning Improved Real Property within the District shall pay the Service Charge imposed under the provisions of this Ordinance under the applicable classification specified in the Rate Resolution adopted under the provisions of Section 7 of this Ordinance.

16.02 The discounts for early payment provided for in Section 8 shall be applicable to the Service Charge imposed against Governmental Agencies owning Improved Real Property.

16.03 The Resource Recovery Board shall have the authority to enforce the collection of any delinquent Service Charge by the institution of an appropriate action against the Governmental Agency in a court of competent jurisdiction for a judgment for the amount due under such Service Charge, including all penalties, plus costs and a reasonable attorney's fee.

16.04 The provisions of Sections 9 through 11 of this Ordinance shall not be applicable to the Service Charge imposed against Improved Real Property owned by any Governmental Agency.

Section 17. APPLICABILITY OF SERVICE CHARGE TO LEASEHOLD INTERESTS IN IMPROVED REAL PROPERTY OWNED BY GOVERNMENTAL AGENCIES; AND TO IMPROVED REAL PROPERTY LEASED BY A GOVERNMENTAL AGENCY.

17.01 The provisions of this Ordinance and the Service Charge imposed by the Resource Recovery Board shall be fully applicable to the lessee of any leasehold interest in Improved Real Property owned by a

Governmental Agency. As to such leasehold interests, the provisions of Sections 9 through 11 of this Ordinance shall be construed to create a lien for such Service Charge on such leasehold only and such lien shall not attach to the Improved Real Property.

17.02 The provisions of this Ordinance, including, but not limited to the provisions of Sections 8 through 11, and the Service Charge imposed by the Resource Recovery Board shall be fully applicable to the private Owner of any Improved Real Property leased to a Governmental Agency.

Section 18. DISCRETION OF RESOURCE RECOVERY BOARD TO EXCLUDE CERTAIN AREAS.

18.01 The Resource Recovery Board shall have the power each year to exclude all Improved Real Property in certain areas of the District from the Service Charge Roll and any Addendum, if any, and the imposition of the Service Charge imposed by the provisions of this Ordinance. Such power shall be exercised within the discretion of the Resource Recovery Board by the adoption of a resolution specifically describing those areas to be excluded based upon a consideration of the following factors:

- (a) The remoteness of the excluded area renders it impractical for Improved Real Property located within the excluded area to dispose of solid waste at the Resource Recovery System;
- (b) The existing land use of the excluded area is agricultural or low density development;
- (c) The applicable land use plan of the County designates the existing and projected land use of the excluded area as agricultural or low density development;

- (d) The excluded area is not in close proximity to areas designated on the applicable land use plan as residential and commercial uses; and
- (e) The existing use of the excluded area cannot be anticipated to change within the near future.

Section 19. APPLICABILITY OF SERVICE CHARGE TO TAX-EXEMPT IMPROVED REAL PROPERTY.

19.01 The exemption of property from taxation under Chapter 196, Florida Statutes, or any other law or constitutional provision shall not relieve the Owner of any Improved Real Property in the District from the provisions of this Ordinance or from the imposition by the Resource Recovery Board of the Service Charge applicable to such Improved Real Property as specified in the Rate Resolution adopted under the provisions of Section 7 of this Ordinance. The provisions of this Ordinance, including, but not limited to the provisions of Sections 8 through 11, and the Service Charge imposed by the Resource Recovery Board shall be fully applicable to such Improved Real Property.

Section 20. VACANCY ADJUSTMENT FOR COMMERCIAL IMPROVED REAL PROPERTY.

20.01 An Owner of Commercial Improved Real Property shall be entitled to an adjustment for the Service Charge to be assessed against such Commercial Improved Real Property if the same is vacant on the first (1st) day of September prior to the Fiscal Year in which the Service Charge is assessed and if the same was vacant continuously and uninterruptedly for the entire six (6) calendar months preceding the first (1st) day of September of such year.

20.02 In order to be entitled to such adjustment, the Owner of such Commercial Improved Real Property shall file with the Resource Recovery Board a petition for an adjustment based upon such vacancy on or before the fifteenth (15th) day of September prior to the Fiscal Year in which the Service Charge is imposed. Such petition shall contain the name of the Owner, a legal description of the Commercial Improved Real Property affected, the street address of said property, the date said property last became vacant and the last use of said property prior to becoming vacant. The Resource Recovery Board may establish a reasonable fee for filing such a petition. Such petition shall be considered by the Resource Recovery Board at any regular or special meeting. The Resource Recovery Board may appoint special masters to consider and make recommendations to it concerning the merits of such petitions. The Owner of the Commercial Improved Real Property shall have the burden of proving that the Commercial Improved Real Property that is the subject of the petition was vacant on the first (1st) day of September prior to the Fiscal Year in which the Service Charge is imposed and was vacant continuously and uninterruptedly for the entire six (6) calendar months preceding the first (1st) day of September of such year and shall submit with his petition evidence to establish such vacancy.

20.03 If the Resource Recovery Board shall determine that the Owner of such Commercial Improved Real Property is entitled to a vacancy adjustment as provided for in this Ordinance, such Commercial Improved Real Property shall be assessed for the next Fiscal Year the minimum Service

Charge for Commercial Improved Real Property as adopted in the Rate Resolution.

20.04 Such vacancy adjustment shall be effective for only one (1) Fiscal Year and the Owner of Commercial Improved Real Property shall have the burden of filing a new written petition with supporting evidence each year prior to the fifteenth (15th) day of September prior to the Fiscal Year in which the Service Charge is to be imposed. Failure of any Owner of Commercial Improved Real Property to file a written petition prior to the fifteenth (15th) day of September of each year shall result in the loss of such Owner of the privileges of this section and such Commercial Improved Real Property shall be assessed the applicable Service Charge against said Property without any adjustment for vacancy. Any vacancy adjustment corrections shall be certified by the Resource Recovery Board to the Tax Collector for collection.

Section 21. SEVERABILITY.

21.01 If any section, sentence, clause or phrase of this Ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Ordinance.

Section 22. INCLUSION IN CODE.

22.01 It is the intention of the Board of County Commissioners that the provisions of this Ordinance shall become and be made a part of the

Broward County Code; and that the sections of this Ordinance may be renumbered or relettered and the word "ordinance" may be changed to "section," "article," or such other appropriate word or phrase in order to accomplish such intentions.

Section 23. EFFECTIVE DATE.

23.01 This Ordinance shall become effective as provided by law.

ENACTED March 10, 1987

FILED WITH DEPARTMENT OF STATE March 16, 1987

EFFECTIVE March 19, 1987

VFM:ed
2/11/87
#87-403

STATE OF FLORIDA
COUNTY OF BROWARD

I HEREBY CERTIFY that the above and foregoing is a true and correct copy of Ordinance No. 87-3 as recorded in Book of 0000 of 0000 of 0000 records.

WITNESS my hand and official seal this

11th day of March, 1987

E. J. JOHNSON, County Administrator

By: [Signature] D.C.

EXHIBIT "A"

RESOLUTION NO.

A RESOLUTION ADOPTING A SCHEDULE OF SERVICE CHARGES TO BE IMPOSED UPON THE OWNERS OF ALL RESIDENTIAL AND COMMERCIAL IMPROVED REAL PROPERTY IN THE BROWARD SOLID WASTE DISPOSAL DISTRICT TO PROVIDE THE REVENUES TO MEET THE DISPOSAL OBLIGATION REVENUE SHORTFALL ON ACCOUNT OF THE FISCAL YEAR BEGINNING OCTOBER 1, 19 , AND ENDING SEPTEMBER 30, 19 ; PROVIDING FOR THE HOLDING OF A PUBLIC HEARING AND THE NOTICING THEREOF; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to authority granted by the Constitution and laws of the State of Florida, and particularly Chapter 125, Florida Statutes, Broward County, Florida (the "County"), and the cities of [list Contract Communities] (the "Contract Communities") have created the Broward Solid Waste Disposal District (the "District") pursuant to Ordinance No. , adopted by the Board of County Commissioners of the County on , 1987 (the "Enabling Ordinance"), and approved by ordinances adopted by the governing bodies of the respective Contract Communities; and

WHEREAS, the County and the Contract Communities pursuant to authority granted by Chapter 163, Florida Statutes, have entered into an Interlocal Agreement dated November 25, 1986, providing for the disposal of the solid waste generated within the geographical boundaries of the Contract Communities and the unincorporated County at the resource recovery system transfer and disposal facility and facilities referred to in said Interlocal Agreement; and

WHEREAS, the County and the Contract Communities have agreed in the Interlocal Agreement pursuant to authority contained in Section 125.01(5), Florida Statutes, and consistent with the Enabling Ordinance that the Resource Recovery Board as the governing body of the District shall impose and collect service charges for the purpose of making up any disposal obligation revenue shortfall (as such term is defined in the Interlocal Agreement) projected or incurred by the County in any fiscal year; and

WHEREAS, pursuant to Section 6.4 of the Interlocal Agreement and Section 7 of the Enabling Ordinance, the Resource Recovery Board has determined that a disposal obligation revenue shortfall is projected to occur in the fiscal year beginning October 1, 19__, and ending September 30, 19__, and proposes that the schedule of service charges set forth in Appendix A to this Resolution be imposed as therein provided to meet such disposal obligation revenue shortfall; NOW, THEREFORE,

BE IT RESOLVED BY THE RESOURCE RECOVERY BOARD OF THE BROWARD SOLID WASTE DISPOSAL DISTRICT:

Section 1. The findings contained in the preambles to this Resolution are hereby approved and adopted.

Section 2. The service charges set forth in and to be imposed as provided by Appendix A to this Resolution are hereby approved and adopted to be imposed and collected as provided herein and in the Enabling Ordi-

nance; provided, however, that such service charges may not be imposed and collected until the public hearing provided for in Section 3 hereof has been noticed and held.

Section 3. Notice of public hearing of the adoption of this Resolution shall be published in _____, a newspaper of general circulation in the County at least twice with the first publication being at least twenty (20) days prior to the date of public hearing. The notice shall be in substantially the following form:

NOTICE OF PUBLIC HEARING

A public hearing will be held in _____,
in the City of _____, Florida, on
_____, 19___, at the hour of
_____.m.

The purpose of the public hearing will be for interested parties particularly persons to be affected by the imposition of service charges for solid waste disposal services within the Broward Solid Waste Disposal District consisting of the cities of [list Contract Communities] and unincorporated Broward County to make comment to the Resource Recovery Board of said District as to such service charges. Such service charges are to be imposed and collected within the District for the fiscal year beginning October 1, 19___, and ending September 30, 19___, for the purpose of making up incurred or projected disposal

obligation revenue shortfalls associated with the resource recovery system which serves to provide solid waste disposal services to the District.

Copies of the rate resolution containing a schedule of service charges which will be adopted by the Resource Recovery Board at the conclusion of the public hearing will be available for examination by interested parties at _____, in the City of _____, Florida, between the hours of _____ a.m. and _____ p.m. on Monday through Friday to and including _____, _____, 19____.

BROWARD SOLID WASTE DISPOSAL
DISTRICT

CHAIRMAN OF THE RESOURCE
RECOVERY BOARD

Section 4. Section 3 of this Resolution shall become effective immediately. The balance of this Resolution, including Appendix A hereto, shall become effective immediately upon adoption following the public hearing provided for in said Section 3.

ADOPTED the _____ day of _____, 19____.

APPENDIX A

Schedule of Service Charges to be Imposed
in the Broward Solid Waste Disposal District
for the Fiscal Year
October 1, 19__ to September 30, 19__, inclusive.

Section 1. Definitions. The definitions contained in Section 2 of the Enabling Ordinance are incorporated herein by reference. The following terms used herein shall have the following meanings:

"Base Rate" means \$ _____.

"Billing Unit" means the number of units established for each classification of Nonresidential Improved Real Property which, when multiplied by the Base Rate produces the annual Service Charge.

"Nonresidential Improved Real Property" means all commercial (except for hotels-motels), industrial, institutional, agricultural, government-owned and miscellaneous improved real property as so classified on the records maintained by the Property Appraiser.

"Residential Improved Real Property" means all single family, mobile homes, multifamily-less than 10 units, multifamily-10 units or more, condominium, cooperatives, and retirement homes plus commercial improved real property classified as hotels-motels as so classified on the records maintained by the Property Appraiser.

"Square Feet" means the size of the buildings, structures or other improvements located on each parcel of Nonresidential Improved Real Property as shown on the records maintained by the Property Appraiser.

Section 2. Determination of Billing Units
for Nonresidential.

A. Billing Units of ____: Stores, 1 story up to ____ Square Feet; Stores and Office, or residential combination up to ____ Square Feet; Office Buildings, 1 story up to ____ Square Feet; Office Buildings, Multi-story up to ____ Square Feet; Professional Buildings, Airports, Private, Commercial up to ____ Square Feet; Restaurants and Cafeterias up to ____ Square Feet; Drive-in Restaurants up to ____ Square Feet; Financial Institutions (Banks, Savings and Loan Companies, Mortgage Companies) up to ____ Square Feet; Insurance Company National Regional Offices up to ____ Square Feet; Service Shops, Radio and T.V. Repair, Refrigeration Service, Paint Shops, Electric Repair, Laundries up to ____ Square Feet; Service Stations up to ____ Square Feet; Auto Sales, Repair and Storage, Auto Service Shops, Body and Fender Shops, Garages (Commercial), Farm Machinery Sales & Services up to ____ Square Feet; Florist, Greenhouses up to ____ Square Feet; Theaters (Drive-in), Stadiums (Not enclosed) up to ____ Square Feet; Theaters (Enclosed), Auditoriums (Enclosed) up to ____ Square Feet; Night Clubs, Cocktail Lounges, Bars up to ____ Square Feet; Bowling Alleys, Skating Rinks, Pool Halls, Arenas (Enclosed) up to ____ Square Feet; Camps up to ____ Square Feet; Light Manufacturing, Small Equipment Manufacturing Plants, Small Machine Shops, Instrument Manufacturing, Printing Plants up to ____ Square Feet; Lumber Yards, Sawmills, Planning Mills up to ____ Square Feet; Packing Plants, Fruit and Vegetable Packing Plants, Meat Packing Plants up to ____ Square Feet; Canneries, Fruit and Vegetable, Bottlers and Brewers Distilleries, Wineries

up to ___ Square Feet; Other Food Processing, Candy Factories, Bakeries, Potato Chip Factories up to ___ Square Feet; Mineral Processing, Phosphate Processing, Cement Plants, Refineries, Clay Plants, Rock and Gravel Plants up to ___ Square Feet; Warehousing, Distribution Terminals, Trucking Terminals, Van and Storage Warehousing up to ___ Square Feet; Open Storage, New and Used Building Supplies, Junk Yards, Auto Wrecking, Fuel Storage, Equipment and Material Storage up to ___ Square Feet; Poultry, Bees, Tropical Fish up to ___ Square Feet; Dairies, Feed Lots up to ___ Square Feet; Churches up to ___ Square Feet; Schools, Colleges Private up to ___ Square Feet; Homes for the Aged up to ___ Square Feet; Orphanages up to ___ Square Feet; Mortuaries, Cemeteries, Crematoriums up to ___ Square Feet; Clubs, Lodges, Union Halls up to ___ Square Feet; Utility, Gas and Electricity, Telephone and Telegraph, Railroads, Water and Sewer Service, Pipelines, Canals up to ___ Square Feet; and Petroleum and Gas up to ___ Square Feet.

B. Billing Units of _____: Stores, 1 story from ___ to ___ Square Feet; Stores and Office, or residential combination from ___ to ___ Square Feet; Office Buildings, 1 story from ___ to ___ Square Feet; Office Buildings, multi-story from ___ to ___ Square Feet; Professional Buildings, Airports, private, commercial from ___ to ___ Square Feet; Restaurants and Cafeterias from ___ to ___ Square Feet; Drive-in Restaurants from ___ to ___ Square Feet; Financial Institutions (Banks, Savings and Loan Companies, Mortgage Companies) from ___ to ___ Square Feet; Insurance Company National Regional Offices from ___ to ___ Square

Feet; Service Shops, Radio and T.V. Repair, Refrigeration Service, Paint Shops, Electric Repair, Laundries from ___ to ___ Square Feet; Service Stations from ___ to ___ Square Feet; Auto Sales, Repair and Storage, Auto Service Shops, Body and Fender Shops, Garages (Commercial), Farm Machinery Sales & Services from ___ to ___ Square Feet; Florist, Greenhouses from ___ to ___ Square Feet; Theaters (Drive-in), Stadiums (Not enclosed) from ___ to ___ Square Feet; Theaters (Enclosed), Auditoriums (Enclosed) from ___ to ___ Square Feet; Night Clubs, Cocktail Lounges, Bars from ___ to ___ Square Feet; Bowling Alleys, Skating Rinks, Pool Halls, Arenas (Enclosed) from ___ to ___ Square Feet; Camps from ___ to ___ Square Feet; Light Manufacturing, Small Equipment Manufacturing Plants, Small Machine Shops, Instrument Manufacturing, Printing Plants from ___ to ___ Square Feet; Lumber Yards, Sawmills, Planning Mills from ___ to ___ Square Feet; Packing Plants, Fruit and Vegetable Packing Plants, Meat Packing Plants from ___ to ___ Square Feet; Canneries, Fruit and Vegetable, Bottlers and Brewers Distilleries, Wineries from ___ to ___ Square Feet; Other Food Processing, Candy Factories, Bakeries, Potato Chip Factories from ___ to ___ Square Feet; Mineral Processing, Phosphate Processing, Cement Plants, Refineries, Clay Plants, Rock and Gravel Plants from ___ to ___ Square Feet; Warehousing, Distribution Terminals, Trucking Terminals, Van and Storage Warehousing from ___ to ___ Square Feet; Open Storage, New and Used Building Supplies, Junk Yards, Auto Wrecking, Fuel Storage, Equipment and Material Storage from ___ to ___ Square Feet; Poultry, Bees, Tropical Fish from

___ to ___ Square Feet; Dairies, Feed Lots from ___ to ___ Square Feet; Churches from ___ to ___ Square Feet; Schools, Colleges Private from ___ to ___ Square Feet; Homes for the Aged from ___ to ___ Square Feet; Orphanages from ___ to ___ Square Feet; Mortuaries, Cemeteries, Crematoriums from ___ to ___ Square Feet; Clubs, Lodges, Union Halls from ___ to ___ Square Feet; Utility, Gas and Electricity, Telephone and Telegraph, Railroads, Water and Sewer Service, Pipelines, Canals from ___ to ___ Square Feet; and Petroleum and Gas from ___ to ___ Square Feet.

C. Billing Units of ____: Stores, 1 story in excess of ___ Square Feet; Stores and Office, or residential combination in excess of ___ Square Feet; Office Buildings, 1 story in excess of ___ Square Feet; Office Buildings, multi-story in excess of ___ Square Feet; Professional Buildings, Airports, private, commercial in excess of ___ Square Feet; Restaurants and Cafeterias in excess of ___ Square Feet; Drive-in Restaurants in excess of ___ Square Feet; Financial Institutions (Banks, Savings and Loan Companies, Mortgage Companies) in excess of ___ Square Feet; Insurance Company National Regional Offices in excess of ___ Square Feet; Service Shops, Radio and T.V. Repair, Refrigeration Service, Paint Shops, Electric Repair, Laundries in excess of ___ Square Feet; Service Stations in excess of ___ Square Feet; Auto Sales, Repair and Storage, Auto Service Shops, Body and Fender Shops, Garages (Commercial), Farm Machinery Sales & Services in excess of ___ Square Feet; Florist, Greenhouses in excess of ___ Square Feet; Theaters (Drive-in), Stadiums (Not enclosed) in excess of ___ Square Feet; Theaters (Enclosed),

Telegraph, Railroads, Water and Sewer Service, Pipelines, Canals in excess of ____ Square Feet; and Petroleum and Gas in excess of ____ Square Feet.

Section 3. Certain Improved Real Property
Subject to Individual Calculation.

The following Nonresidential Improved Real Property shall pay an annual Service Charge equivalent to the appropriate category of Nonresidential Improved Real Property based upon an individual determination of the annual volume of solid waste generated by the particular parcel of Nonresidential Improved Real Property. The individual determination of annual volume of solid waste generated by the particular parcel of Nonresidential Improved Real Property shall be calculated based upon the size of the container and collection frequency used, or recommended for use, by the particular parcel of Nonresidential Improved Real Property.

INDIVIDUAL CATEGORY: Department Stores; Supermarkets; Shopping Centers (Regional); Shopping Centers (Community); Marinas; Wholesale Outlets, Produce Houses, Manufacturing Outlets; Tourist Attractions, Permanent Exhibits; Race Tracks, Horse, Auto or Dog; Jai Alai Frontons; Golf Courses, Driving Ranges; Heavy Industrial, Heavy Equipment Manufacturing, Large Machine Shops, Foundries, Steel Fabricating Plants, Auto or Aircraft Plants; Hospitals Privately Owned; Military; Schools--Public County include all property of Board of Public Instruction; Government-owned Colleges; Government-owned Hospitals; Counties other than Public Schools,

Colleges, Hospitals; State other than Military Forests, Parks, Recreational Areas, Colleges, Hospitals; Federal other than Military, Forests, Parks, Recreational Areas, Hospitals, Colleges; Municipal other than Parks, Recreational Areas, Colleges, Hospitals; and Leasehold Interests.

Section 4. Specific Service Charges.

A. Improved Real Property.

1. Single Family Residence	\$	per unit per year
2. Mobile Homes	\$	per unit per year
3. Multi-Family--less than 10 Units	\$	per unit per year
4. Multi-Family--10 units or more	\$	per unit per year
5. Condominium Residence	\$	per unit per year
6. Cooperative Residence	\$	per unit per year
7. Retirement Home	\$	per unit per year
8. Hotels-Motels	\$	per unit per year.

B. Nonresidential Improved Real Property.

Base Rate per Billing Unit per year.

C. Certain Improved Real Property--
Individual Calculation.

Base Rate per Billing Unit per year with the number of Billing Units for each such parcel of Improved Real Property in this category being calculated by multiplying the individual determination of the annual volume generated based upon cubic yards per week by _____.

VFM:eb
2/12/87
#87-403

I certify this to be a true and correct copy of the record in my office.

WITNESSETH my hand and official seal of the City of Fort Lauderdale, Florida, this

the 31st day of March 1987
City Clerk

ORDINANCE NO. C-87-28

AN ORDINANCE OF THE CITY OF FORT LAUDERDALE, FLORIDA APPROVING THE TERMS AND CONDITIONS OF ORDINANCE NO. 87-3, ADOPTED BY THE BOARD OF COUNTY COMMISSIONERS OF BROWARD COUNTY, FLORIDA, ON MARCH 10, 1987 AND THEREBY EVIDENCING THE ELECTION OF THE CITY OF FORT LAUDERDALE, FLORIDA, TO BECOME A MEMBER OF THE BROWARD SOLID WASTE DISPOSAL DISTRICT 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 for the disposal of solid waste; and

WHEREAS, because of environmental concerns with the utilization of landfilling as the sole method for the 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, in furtherance of addressing the problems created by the disposal of solid waste, certain municipalities within the County (the "Contract Communities") anticipate entering into an Interlocal Agreement, (the "Interlocal Agreement"), with the County which provides for, among other things, the disposal of solid waste within the Contract Communities and the unincorporated areas of the County; and

WHEREAS, Section 5.1 of the Interlocal Agreement provides that there shall be created a special district pursuant to Section 125.01(5), Florida Statutes, which special district will be created by ordinance of the Board of County Commissioners of Broward County, Florida (the "Board") and approved by ordinance of each Contract Community; and

WHEREAS, Section 125.01(5), Florida Statutes, further provides that within each special district there may be provided municipal services and facilities from funds derived from service charges, special assessments or taxes within the special district only;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF FORT LAUDERDALE, 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.

F I R S T A M E N D M E N T

I N T E R L O C A L A G R E E M E N T

 W I T H

B R O W A R D C O U N T Y

 F O R

S O L I D W A S T E D I S P O S A L S E R V I C E

FIRST AMENDMENT

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

W I T N E S S E T H

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

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

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

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

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

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

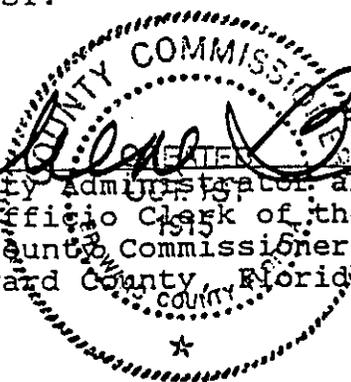
FIRST AMENDMENT INTERLOCAL AGREEMENT WITH BROWARD COUNTY FOR SOLID WASTE DISPOSAL SERVICE

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

C O U N T Y

ATTEST:

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 [Signature]
Chair

24 day of May, 1993

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

By [Signature]
NOEL M. PFEFFER
Deputy County Attorney

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

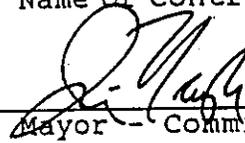
C O N T R A C T C O M M U N I T Y

WITNESS

CITY OF FORT LAUDERDALE

Name of Contract Community

By



Mayor - Commissioner

12th day of January, 1993

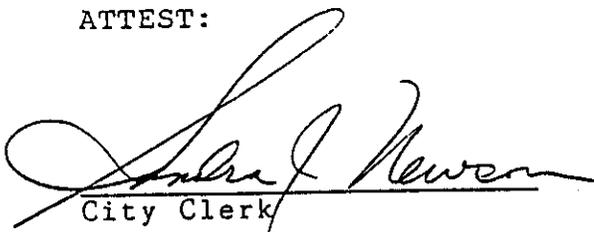
By



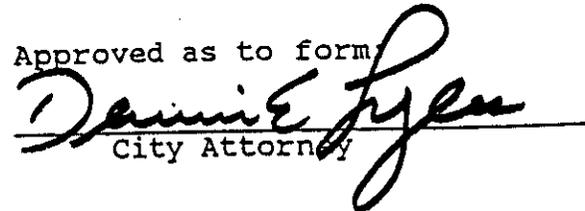
City Manager

12th day of January, 1993

ATTEST:


City Clerk

Approved as to form


City Attorney

NMP:dp
11/19/92
#92-143.07
SOLID.ILA

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

SECOND AMENDMENT

This Second Amendment dated for convenience March 1, 1993, to the Interlocal Agreement with Broward County for Solid Waste Disposal Services, dated for convenience November 25, 1986, by and between BROWARD COUNTY, a political subdivision of the State of Florida, by and through its Board of County Commissioners, ("COUNTY") and the Municipalities whose names appear in Exhibit "A" of the Interlocal Agreement ("CONTRACT COMMUNITIES").

W I T N E S S E T H

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

WHEREAS, the Florida Solid Waste Management Act (1988) directs Counties to reduce their solid waste stream and recycle designated materials and remove hazardous substances from the waste stream.

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

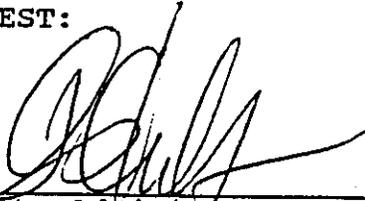
1. Except as may be provided in this Second Amendment, all defined terms used herein shall have the same meaning as in the Interlocal Agreement.
2. Article 2, Definitions, shall be amended by the addition of new Section 2.28, Household Hazardous Waste Facility, reading as follows:
 - 2.28 Household Hazardous Waste Facility. The term "Household Hazardous Waste Facility" shall mean the facility or facilities constructed, operated, maintained and repaired or caused to be constructed, operated, maintained, and repaired by COUNTY pursuant to this Agreement for the purposes of receiving, processing, transferring, and shipping materials from Household Hazardous Waste programs intended for reuse, recycling or proper disposal. Household Hazardous Waste Facilities shall be deemed to be a part of the resource recovery system.
3. Article 6, Tipping Fees and Service Charges, shall be amended by the addition of new Section 6.8, reading as follows:
 - 6.8 Household Hazardous Waste Funding. The Resource Recovery Board shall designate funds

to cover the cost of the cost of the Household Hazardous Waste Facility including reasonable administrative costs. Funds may be drawn from reserves, grant funds or a surcharge imposed on processible waste delivered to the resource recovery system.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: BROWARD COUNTY through its Board of COUNTY COMMISSIONERS, signing by and through its Chair or Vice Chair, authorized to execute same by Board action on the _____ day of _____, 19____, and the Contract Community signing by and through its _____, duly authorized to execute same.

C O U N T Y

ATTEST:

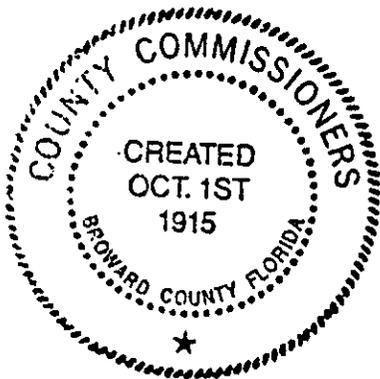


County Administrator and
Ex officio Clerk of the Board
of County Commissioners of
Broward County, Florida

BROWARD COUNTY, through its
BOARD OF COUNTY COMMISSIONERS

By 
Chair

22 day of July, 1993



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

By 
NOEL M. PFEFFER
Deputy County Attorney

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

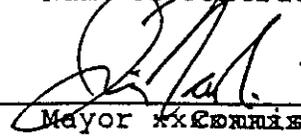
C O N T R A C T C O M M U N I T Y

WITNESS

CITY OF FORT LAUDERDALE

Name of Contract Community

By



Mayor ~~Commissioner~~

6 day of July, 1993

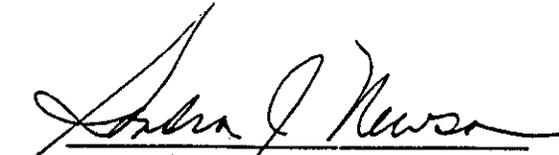
ATTEST:

By

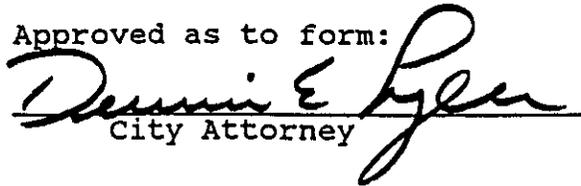


City Manager

6 day of July, 1993


City Clerk

Approved as to form:


City Attorney

NMP:dp
4/5/93
#92-143.07
SOLID.IL3

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

THIRD AMENDMENT

This Third Amendment dated for convenience March 1, 1993, to the Interlocal Agreement with Broward County for Solid Waste Disposal Service, dated for convenience November 25, 1986, and the First Amendment thereto, dated for convenience October 1, 1992 (the "Interlocal Agreement"), is made and entered into by and between: BROWARD COUNTY, a political subdivision of the state of Florida, hereinafter referred to as "COUNTY," and the Municipalities whose names appear in Exhibit "A" of the Interlocal Agreement ("CONTRACT COMMUNITIES").

W I T N E S S E T H

WHEREAS, the League of Cities, on behalf of several CONTRACT COMMUNITIES has requested that the COUNTY agree to certain changes to the Interlocal Agreement as more specifically described in this Third Amendment; and

WHEREAS, COUNTY and CONTRACT COMMUNITIES wish to amend the Interlocal Agreement in accordance with the terms of this Third Amendment for the purpose of: (i) recognizing certain outstanding indebtedness which has been issued to finance the Resource Recovery System, (ii) providing a definite term for the Interlocal Agreement, (iii) requiring approval of the CONTRACT COMMUNITIES in the event the COUNTY proposes any indebtedness which has a final maturity later than the term of the Interlocal Agreement, and (iv) relieving the COUNTY of its obligations in the event the CONTRACT COMMUNITIES do not approve a request by the COUNTY for such indebtedness.

NOW, THEREFORE, IN CONSIDERATION of the mutual terms, conditions, promises, covenants and payments hereinafter set forth, the parties agree as follows:

1. Article 16, Duration, shall be amended to read as follows:

16.1 This Agreement shall be effective for each CONTRACT COMMUNITY and unincorporated COUNTY from the date of execution until July 2, 2013.

16.2 The term of this Agreement shall be extended beyond the term provided in Section 16.1 to the date of the final maturity of any indebtedness issued by the COUNTY. COUNTY shall timely make the Board aware of any proposed indebtedness to be issued by the COUNTY with respect to the Resource Recovery System for the purpose of receiving input and information from the Board. Subject to the requirements of this section, the COUNTY shall

be the final authority to determine whether to proceed with the issuance of any indebtedness with respect to the Resource Recovery System.

16.3

In the event the COUNTY determines that in order to perform any of its obligations under this Agreement, it is necessary to incur any indebtedness supported by any legally available funds of the Resource Recovery System with a final maturity date after July 2, 2013, and the COUNTY is unable to obtain approval to extend the term of this agreement in connection with indebtedness to be incurred as required by Section 16.2, then in such event and subject to the terms of Section 16.4, the COUNTY shall be fully and completely excused and relieved from performing any of its obligations under this Agreement which cannot be performed as a result of the failure to agree to an extension of the term of the Agreement.

5.4

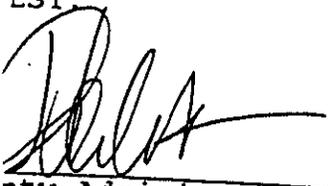
The parties acknowledge the existence of the following indebtedness issued to finance the Resource Recovery System; \$238,935,000 Broward County, Florida, Resource Recovery Revenue Bonds, Series 1984 (Broward Waste Energy Company, L. P. North Project), \$266,965,000 Broward County, Florida, Resource Recovery Revenue Bonds, Series 1984 (SES Broward Company, L. P. South Project), \$48,140,000 Broward County, Florida, Solid Waste System Revenue Bonds, Series 1993A, \$15,605,000 Broward County, Florida, Solid Waste Systems Revenue Bonds, Series 1993B, and \$12,175,000 Broward County, Florida, Solid Waste System Revenue Bonds, Taxable Series 1993C, (collectively referred to as the "Outstanding Indebtedness"). Notwithstanding any term or condition of the Third Amendment to the contrary, the parties acknowledge that nothing herein shall excuse or relieve the COUNTY from taking any action or performing any act required to fulfill the obligations, representations, and covenants of the COUNTY with respect to the Outstanding Indebtedness and any agreements, contracts or other documents related to the Outstanding Indebtedness. It is the understanding and intent of the parties that the Third Amendment shall in no way interfere, limit or otherwise

otherwise adversely affect in any manner any of the obligations of the COUNTY and CONTRACT COMMUNITIES with respect to the Outstanding Indebtedness and any agreements, contracts or other documents related to the Outstanding Indebtedness.

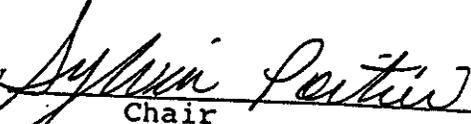
Except as modified herein, the Interlocal Agreement among the parties shall remain in full force and effect.

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 and through its Chair or Vice Chair, authorized to execute same Board action on the 30 day of November, 1993, and the CONTRACT COMMUNITIES signing by and through its _____, duly authorized to execute same.

COUNTY

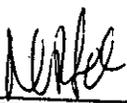
EST:

County Administrator and
Officio Clerk of
Board of County
Commissioners of Broward
County, Florida

BROWARD COUNTY, through its
BOARD OF COUNTY COMMISSIONERS

By 
Chair
30 day of November, 1993.

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



By 
NOEL M. PFEFFER
Deputy County Attorney

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

CONTRACT COMMUNITY

WITNESS

Lynn Marie

CITY OF FORT LAUDERDALE
Name of Contract Community

By [Signature]
Mayor ~~Commissioner~~

9th day of November, 1993

ATTEST:

[Signature]
City Clerk

By [Signature]
City Manager

9th day of November, 1993

Approved as to form:

[Signature]
City Attorney

NMP:dp
4/20/93
#92-237
RRS.A01

FOURTH AMENDMENT

This Fourth Amendment dated for convenience October 1, 1994, to the Interlocal Agreement with Broward County for Solid Waste Disposal Service, dated for convenience November 25, 1986, and the Amendments thereto (the "Interlocal Agreement"), is made and entered into by and between: BROWARD COUNTY, a political subdivision of the state of Florida, hereinafter referred to as "COUNTY," and the Municipalities whose names appear in Exhibit "A" of the Interlocal Agreement ("CONTRACT COMMUNITIES").

W I T N E S S E T H

WHEREAS, the Interlocal Agreement currently provides that the COUNTY shall be responsible for providing all administrative staff support, special consultants, and legal counsel required for the operation of the resource recovery system; and

WHEREAS, the Resource Recovery Board has requested that an amendment to the Interlocal Agreement be prepared to authorize the Broward Solid Waste Disposal District, acting through its Resource Recovery Board, to hire an executive director and legal counsel who would report directly to the Board, and provide advice and counsel on resource recovery system matters; and

WHEREAS, COUNTY and CONTRACT COMMUNITIES wish to amend the Interlocal Agreement in accordance with the terms of this Fourth Amendment;

NOW, THEREFORE, IN CONSIDERATION of the mutual terms, conditions, promises, covenants and payments hereinafter set forth, the parties agree as follows:

1. Article 5.6, shall be amended to read as follows:

5.6 The Resource Recovery Board shall be responsible for, and have the power and authority to hire and employ an executive director and legal counsel who shall report to, advise, and perform services requested by the Board on matters relating to the resource recovery system. It is the intent of the Resource Recovery Board to hire an executive director and legal counsel in place of the current COUNTY staff, and the COUNTY is specifically released from the responsibility to provide persons to perform these functions. The Resource Recovery Board shall further have the authority to hire special consultants in those instances where it requires special expertise. The COUNTY, on behalf of the Resource Recovery Board, shall be responsible for, and have authority to pay all expenses and costs incurred by the executive

director including, but not limited to, office space, supplies, and other necessary expenses, in accordance with law. The COUNTY shall continue to perform those functions and provide those services which are required to be performed by COUNTY pursuant to the terms of the Interlocal Agreement and the Service Agreements. The expenditures for hiring personnel as well as the other expenditures referred to in this Section 5.6 shall be deemed a public purpose and shall be included in the fees and services charges set forth in Article 6.

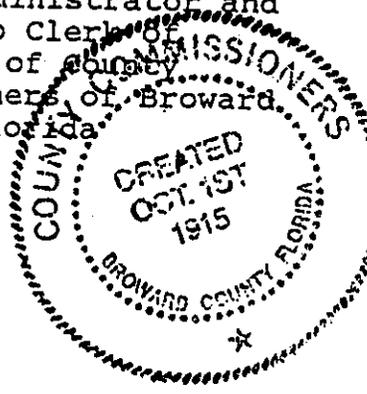
2. Except as modified herein, the Interlocal Agreement among the parties shall remain in full force and effect.

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 Chair or Vice Chair authorized to execute same by Board action on the 10th day of September, 1996, and the CONTRACT COMMUNITIES signing by and through its City/Thp, duly authorized to execute same.

ATTEST:

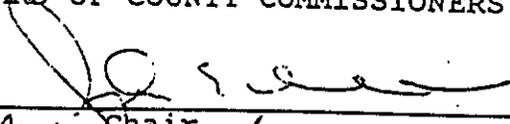


County Administrator and
Ex-Officio Clerk of
the Board of County
Commissioners of Broward
County, Florida



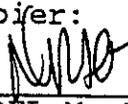
COUNTY

BROWARD COUNTY, through its
BOARD OF COUNTY COMMISSIONERS

By 

Chair
10 day of September, 1996.

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

By 

NOEL M. PFEFFER
Deputy County Attorney

FOURTH AMENDMENT TO INTERLOCAL AGREEMENT WITH BROWARD COUNTY FOR SOLID WASTE DISPOSAL SERVICE

CONTRACT COMMUNITY

WITNESS

Coconut Creek
Name of Contract Community

By _____
Mayor - Commissioner

_____ day of _____, 19__

ATTEST:

By John P. Kelly
City Manager

Barbara Spive
CITY CLERK

25th day of JANUARY, 1996

Approved as to form:

Marilyn M. ...
City Attorney

NMP:dp
1/12/96
#93-137.04
RRS.A02