

EXAMPLE FOR DISCUSSION PURPOSES ONLY

INTERLOCAL AGREEMENT FOR REGIONAL COORDINATION OF SOLID WASTE DISPOSAL AND RECYCLING

This Interlocal Agreement (“Agreement”) is made and entered by and among the following parties, [REDACTED] (“Parties”), who desire to coordinate their efforts to develop a cost-effective, environmentally sustainable means by which to dispose of solid waste and recyclable material to serve the needs of their respective residents for decades.

RECITALS

A. The Parties recognize that there are significant short-term and long-term benefits of regional management of solid waste disposal and recyclables processing, including environmental benefits and potential cost savings, and are committed to working toward establishing an integrated and comprehensive regional solid waste management system.

B. In late 2019, the Parties established a Solid Waste Working Group through a Memorandum of Understanding.

C. The goal of the Solid Waste Working Group is to work cooperatively, diligently, and in good faith with one another to recommend strategies and solutions to establish a regional solid waste management system based on shared principles and commitments, including a mutually agreed governance structure and sufficient independence to develop and implement a long-term plan to achieve regional solid waste disposal and recycling goals.

D. The Parties desire to enter into this Agreement to further that goal.

GENERAL DISCUSSION:

- Additional recitals could be inserted to describe joint goals with greater specificity, the efforts of the SWWG, that no municipal or County powers are being transferred, and the independence of any entity created by this Agreement.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1. AGREEMENT PHASES

GENERAL DISCUSSION:

- The general idea is that the Agreement could be split into two (2) phases.
- The first phase could focus on collaborating in the short term to negotiate the best terms for necessary renewal or extension of the expiring disposal contract and to obtain a detailed study on waste generation and management issues.
- The second phase could focus on jointly developing infrastructure to serve long term needs.

1.1. During Phase 1, the Parties commit to the following:

1.1.1. Collaborate to negotiate jointly for an extension or renewal of the existing solid waste disposal agreement, or entry into a like agreement, on the most advantageous terms for all Parties. Any such negotiations will attempt to identify the commitment required for the existing vendor to increase its existing waste-to-energy (“WTE”) capacity by an additional 250,000 or more tons per year.

1.1.2. Retain a vendor to complete necessary or desirable studies – such as a Solid Waste Management Plan – with costs to be equitably allocated among the Parties.

GENERAL DISCUSSION:

- The County and municipalities are currently discussing a waste generation study/solid waste management plan. The Agreement could spell out the parameters of each study and develop a mechanism to equitably allocate costs.

1.2. Phase 2 will consist of the matters specified in each Article below.

GENERAL DISCUSSION:

- No Party shall be committed to participating in Phase 2.
- Rather, this Agreement will provide an opportunity for any Party to opt out once the parameters of Phase 2 are developed.

ARTICLE 2. TERM AND TIME OF PERFORMANCE

2.1. Term. The term of this Agreement shall begin on the date it is fully executed by the Parties (“Effective Date”) and shall end thirty (30) years after the agreed-upon commencement of Phase 2 (“Initial Term”), unless extended pursuant to Section 2.2.

2.2. Extensions. The Parties may renew this Agreement for up to two (2) additional ten (10) year terms (each an “Extension Term”) by written approval of the Board and the governing body of each Municipality at least one hundred eighty (180) days prior to the expiration of the then-current term.

ARTICLE 3. POTENTIAL CREATION OF BROWARD SOLID WASTE AND RECYCLING AUTHORITY

3.1. Authority; Creation. Subject to the Parties’ agreement, there shall be created an agreement-based (not legislatively created) independent special district to be known as the “Broward Solid Waste and Recycling Authority” pursuant to and consistent with Sections 163.01, 189.4041, 403.706(12)(15), and (19) and 403.713 of the Florida Statutes, and this Agreement. The Broward Solid Waste and Recycling Authority shall hereinafter be referred to as the “Authority.”

3.2. Governing Board; Creation. An independent Broward Solid Waste and Recycling Governing Board (“Governing Board”) shall oversee and direct the Authority. It is the intention

of the Parties that every Party shall have substantial input into the decision making of the Authority through the Governing Board.

ARTICLE 4. GOVERNING BOARD COMPOSITION

4.1. Governing Board; Composition. The Governing Board shall be comprised of [redacted] total members. The members of the Governing Board shall be appointed in the following manner: [redacted].

GENERAL DISCUSSION:
<ul style="list-style-type: none">• Appointment process and composition determined by County and municipalities• [redacted] Total Members• [redacted] Municipal Members• [redacted] County Member

ARTICLE 5. GOVERNING BOARD POWERS

5.1. Governing Board; Powers. The Governing Board shall have the following powers: [redacted].

GENERAL DISCUSSION:
<ul style="list-style-type: none">• Powers collaboratively determined by County and municipalities.• Set tipping fees and other charges at amount sufficient, after factoring in special assessments, to cover all costs and necessary reserves.• Approve bonds to finance any agreed-upon constructed facilities or land acquisitions.• Adopt operations plan and budget.• Adopt recycling programs.

ARTICLE 6. EXTRAORDINARY VOTES OF THE GOVERNING BOARD

6.1. Governing Board; Extraordinary Votes. The following shall require a supermajority vote of the Governing Board: [redacted].

GENERAL DISCUSSION:
<ul style="list-style-type: none">• Any matters requiring a special vote would be determined by County and municipalities. Could include:<ul style="list-style-type: none">• The development or construction of new assets and infrastructure.• The sale of assets owned by the Authority.• The setting of a recycling rate requirement beyond [redacted] %.

ARTICLE 7. TIPPING FEES

GENERAL DISCUSSION:
<ul style="list-style-type: none">• The Agreement would require that tipping fees (factoring in any subsidies from special assessments) remain competitive with market conditions throughout the Agreement term.

ARTICLE 8. REGIONAL RECYCLING COORDINATION

GENERAL DISCUSSION:

- The Authority would be charged with developing robust, cost-effective programs for recycling for all Parties.

ARTICLE 9. REGIONAL SOLID WASTE DISPOSAL COORDINATION

GENERAL DISCUSSION:

- As part of Phase 2, the Parties could collaborate to develop the infrastructure necessary to ensure cost-effective, efficient, and environmentally sustainable disposal of non-recyclable waste over the next thirty (30) to fifty (50) years.

ARTICLE 10. FLOW CONTROL AND COMMITMENT OF WASTE STREAMS

GENERAL DISCUSSION:

- This is an essential term of Phase 2.
- Each Party would pledge all solid waste generated within its geographic boundaries to be delivered for disposal at agreed-upon receiving facilities for the entirety of the Agreement's term ("Waste Stream Commitment").
- Note that the disposal fees tied to the Waste Stream Commitment would provide the funding necessary for this system.

ARTICLE 11. DEVELOPMENT OF FACILITIES AND INFRASTRUCTURE IN PHASE 2

GENERAL DISCUSSION:

- To be determined.

ARTICLE 12. PARTIES' PROPOSED OBLIGATIONS RELATING TO OPERATIONS IN PHASE 2

GENERAL DISCUSSION:

- Maintain individual flow control ordinances.
- Provide solid waste hauler and delivery information to the Authority.
- As needed, impose special assessments to ensure establishment of economic flow control.

ARTICLE 13. COSTS AND FINANCING

GENERAL DISCUSSION:

- To be determined once any required capital improvements are identified.

ARTICLE 14. ASSETS AND LIABILITIES OF THE AUTHORITY

GENERAL DISCUSSION:

- To be equitably held based on current ownership (e.g., County Landfill and Alpha 250) and contributions. Fees for use of any such assets would include a component to address liabilities resulting from such use.

ARTICLE 15. ANNUAL AUDIT

GENERAL DISCUSSION:

- To be determined.

ARTICLE 16. OBLIGATIONS UNDER THIS AGREEMENT ARE NOT INDEBTEDNESS OF ANY PARTY

GENERAL DISCUSSION:

- To be determined.

ARTICLE 17. RELATIONSHIPS OF THE PARTIES

GENERAL DISCUSSION:

- To be determined.

ARTICLE 18. MISCELLANEOUS

Boilerplate

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Signature Pages to be Inserted.

EXAMPLE