

**AN INTERLOCAL AGREEMENT
PROVIDING FOR
WASTE DISPOSAL AUTHORITY
OF BROWARD COUNTY, FLORIDA**

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AGREEMENT

This Agreement dated for convenience _____, 2022, 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 hereof, their successors and assigns, hereinafter referred to as "MUNICIPALITIES":

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 MUNICIPALITIES, the following statements, representations and explanations are predicates for the undertaking and commitments included within the provisions which follow and shall be construed as essential elements of the mutual considerations upon which this Agreement is based.

ARTICLE 2 – DEFINITIONS

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

- 2.1 Administrator. The term "Administrator" or "County Administrator" shall mean the County Administrator of the Broward County government by the Charter of Broward County, Florida.
- 2.2 Agreement. The term "Agreement" shall mean this Interlocal Agreement (ILA) between the County and MUNICIPALITIES.
- 2.3 AUTHORITY. The term "AUTHORITY" shall mean the Broward Solid Waste Disposal

Authority, an independent entity formed pursuant to this Interlocal Agreement, and state law. The geographic boundaries of the AUTHORITY shall include and be coterminous with the geographic boundaries of the MUNICIPALITIES that have executed this agreement and unincorporated Broward County.

2.4 Board of County Commissioners. The term "Board of County Commissioners" or "County Commissioners" or "County Commission" shall mean the Board of County Commissioners of Broward County, Florida.

2.5 COUNTY. The term "COUNTY" shall mean, depending upon the context, either (a) the geographical area contained within unincorporated Broward County, Florida, a political subdivision of the State of Florida, or (b) the government of Broward County, acting through the County Commission or its designee.

2.6 Disposal Facility(ies) The term "Disposal Facility" or Disposal Facilities shall mean_____

2.7 Disposal Obligation. The term "disposal obligation" shall mean the obligation of the AUTHORITY to provide for the disposal of all solid waste that is generated in each MUNICIPALITY and in the unincorporated County and delivered to a Waste disposal and processing system facility or transfer station designated pursuant to the Master Plan of Operations.

2.8 Fiscal Year. The term "fiscal year" shall mean October 1 to September 30 of the following year.

2.9 Haulers. The term "haulers" shall mean those persons, firms, corporations or governmental agencies which collect solid waste (either under oral or written contract, license, permit or otherwise) within the geographic boundaries of the MUNICIPALITY(IES) or the unincorporated County, or provide for the transportation and delivery of such solid waste to facilities inside or outside the AUTHORITY.

- 2.10 Master Plan of Operations. The term "Master Plan of Operations" shall mean the plan for the operation of the Waste disposal and processing system that is adopted, amended or revised by the Governing Board in the manner set forth in Section 5.4 hereof.
- 2.11 "MUNICIPALITIES" shall mean the municipal corporation or corporations existing under the laws of the State of Florida, located within the COUNTY and whose names appear in Exhibit A to this Agreement.
- 2.12 Processable Waste. The term "processable waste" shall mean _____
- 2.13 Recovered Materials. The term "recovered materials" shall have the meaning provided in F.S. 403.703(24).
- 2.14 Waste disposal and processing system. The term "Waste disposal and processing system" shall mean _____
- 2.15 Solid Waste. The term "solid waste" shall be as provided in F.S. 403.703.
- 2.16 Tipping Fee. The term "tipping fee" shall mean the fees imposed on haulers pursuant to this Agreement for the delivery of solid waste to the Waste disposal and processing system.
- 2.17 Ton. The term "ton" is used to express a unit of weight equal to two thousand (2,000) pounds or .907 metric tons.
- 2.18 Unacceptable Waste. The term "unacceptable waste" shall mean _____
- 2.19 Unincorporated County. The term "unincorporated County" shall mean the geographical areas of the COUNTY which are 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 MUNICIPALITY.
- 2.20 Unprocessable Waste. The term "unprocessable waste" shall mean - _____

ARTICLE III – DURATION

- 3.1 Initial Term. This Agreement shall be effective for each MUNICIPALITY and County on _____, 202_, and for a period of thirty (30) years from said date.
- 3.2 Renewal Terms. This Agreement may be renewed for ten (10) year renewal terms, as follows:.

ARTICLE IV - MEMBERSHIP

- 4.1 County Membership
- 4.2 Initial Membership by MUNICIPALITIES
- 4.3 Joinder of Membership by MUNICIPALITIES

ARTICLE V - BROWARD SOLID WASTE DISPOSAL AUTHORITY - GOVERNANCE

- 5.1 The MUNICIPALITIES and COUNTY agree that there shall be created an independent entity to be known as the "Broward Solid Waste Disposal Authority" (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 AUTHORITY shall have the authority and duty to establish, operate and maintain the Waste disposal and processing system as described in this agreement.
- 5.2 The AUTHORITY shall be overseen and managed by a Governing Board, Executive Committee and Executive Director, all as comprised and with such powers and authority as set forth herein.
- 5.3 Governing Body.
 - 5.3.1 Members: Each MUNICIPALITY shall have one (1) member on the Governing Board. COUNTY shall have one (1) member. All appointed members shall be elected officials within the appointing jurisdiction. The appointment by each MUNICIPALITY and the COUNTY shall be made by each entity according to the rules and procedures within the appointing entity. Should a member of the Governing Board cease to be a duly qualified elected official, the appointing authority

which appointed such individual to the Governing Board shall select a successor to serve for the remaining term of the original appointment.

5.3.2 Terms of service on Governing Board. Terms of appointed members shall be so long as their appointment from the respective elected bodies remains in effect.

5.3.3 Alternate Members.

5.3.4 Meetings. The Governing Board shall meet at least twice per year, at such dates and times as may be necessary to conduct the business of the Authority

5.3.5 Quorum. A quorum of the Governing Board shall be 50% + 1 members. A quorum must be in physical attendance at the meeting location, unless the Governing Board adopts rules of procedures that would permit less than a quorum to be physically present at the meeting location, but also to attend via Communications Media Technology, consistent with Florida law.

5.3.6 Chair and Vice Chair. The Governing Body shall select from among its members a Chair, as well as a Vice Chair who shall serve as the Chair of the Governing Body when the Chair is not present at a meeting of either body.

5.3.7 Approvals. Except as specifically provided hereinafter, an affirmative vote of a majority of a quorum and of a majority of tonnage is required for the approval of any action taken by the Governing Board. The actions listed in Sections _____ will require approval by a Super-Majority (___%) of the quorum and tonnage.

5.3.8 Rules of Procedure. The Governing Board may approve Rules of Procedure for the conduct of AUTHORITY business by the Governing Board

5.3.9 Authority of the Governing Board. The Governing Board shall have the powers, duties and responsibilities are provided in Section 6.2 herein.

5.4 Executive Committee.

5.4.1 Members: The Executive Committee shall be comprised of eleven (11) members of the Governing Board, appointed as follows:

5.4.1.1 One (1) member appointed by COUNTY.

5.4.1.2 Ten (10) members from MUNICIPALITIES:

5.4.1.2.1 Large Municipalities. Five members shall be Governing Board members representing the 1/3 of the MUNICIPALITIES with the largest populations, selected by the members of the Governing Board representing the 1/3 of the MUNICIPALITIES with the largest populations.

5.4.1.2.2 Medium Municipalities. Three members shall be Governing Board members representing the 1/3 of the MUNICIPALITIES with the next largest populations, selected by the members of the Governing Board representing the 1/3 of the MUNICIPALITIES with the next largest populations.

5.4.1.2.3 Small Municipalities. Two members shall be Governing Board members representing the 1/3 of the MUNICIPALITIES with the smallest populations, selected by the members of the Governing Board representing the 1/3 of the MUNICIPALITIES with the smallest populations.

5.4.1.3 Population figures to assign municipalities into each of the categories shall be from . DO THEY GET RECALCULATED, RE-ASSIGNED TO ADJUST FOR SHIFTS IN POPULATION? .

5.4.1.4 Terms of service on Executive Committee. Terms of appointed members shall be two (2) year. Should a member of the Executive Committee cease to be a duly qualified elected official, a successor from the category of municipality from which the originally appointed member was appointed shall be selected in the same

manner as the appointment of members to the Executive Committee, to serve for the remaining term of the original appointment.

5.4.2 Alternate Members.

5.4.2.1 There shall be one (1) alternate member from each of the three municipal categories, selected in the same manner as members as described in subsections 5.4.1.2.1 through 5.4.1.2.3. The County's alternate to the Governing Board shall also serve as its alternate to the Executive Committee. *No alternates to G.B.?*

5.4.2.2 Attendance for alternates at Executive Committee meetings is mandatory.

5.4.2.3 Alternate members shall vote in the absence of the appointed member for which they serve as the alternate. Alternates may participate in all meetings, but shall vote only when the appointed member for which they serve as the alternate is absent or unable to vote on an item.

5.4.2.4 Alternates shall count towards the quorum only when they are serving as voting members.

5.4.3 Meetings. The Executive Committee shall meet regularly at such dates and times as may be necessary to conduct the business of the AUTHORITY. Meetings may be scheduled by the Governing Board, and pursuant to Rules of Procedure adopted by the Executive Committee; such rules will include a process for the Executive Director to request a meeting.

5.4.4 Quorum. A quorum of the Executive Committee shall be six (6) members. A quorum must be in physical attendance at the meeting location, unless the

Governing Board adopts rules of procedures that would permit the Executive Committee to conduct a meeting with less than a quorum to be physically present at the meeting location, but also to attend via Communications Media Technology, consistent with Florida law.

- 5.4.5 Chair and Vice Chair. The Executive Committee shall select from among its members a Chair, as well as a Vice Chair who shall serve as the Chair of the Executive Committee when the Chair is not present at a meeting of either body.
- 5.4.6 Approval. Approval of any item shall require a minimum of a majority of a quorum of members of the Executive Committee.
- 5.4.7 Rules of Procedure. The Executive Committee shall adopt Rules of Procedure for the conduct of AUTHORITY business by the Executive Committee.
- 5.4.8 Authority of the Executive Committee. The Executive Committee shall have the powers, duties and responsibilities are provided in Section 6.3, herein.
- 5.4.9 Executive Director. An Executive Director shall be appointed by the AUTHORITY, who shall serve at the pleasure of the Governing Body of the AUTHORITY, and have the powers as provided in Section 6.4, herein.
- 5.5 Technical Advisory Committee (TAC). The Technical Advisory Committee shall be composed of representatives of each MUNICIPALITY and unincorporated COUNTY as follows:
 - 5.5.1 Each MUNICIPALITY and COUNTY shall appoint a representative, who shall serve until replaced by the appointing entity, from the public works, utilities or such other department which performs similar functions for the MUNICIPALITY and unincorporated County. In addition to the regular TAC representative, the appointing entity may also designate an alternate representative, who performs

similar functions for the MUNICIPALITY or the COUNTY, who shall also serve until replaced by the appointing entity. Alternate representatives may attend and participate in the TAC meetings or TAC subcommittee meetings, but may only be counted toward a quorum and vote in the absence of the appointed representative for which they serve as alternate.

- 5.5.2 Each member of the TAC shall be appointed on the basis of their technical or professional background or knowledge of the solid waste industry or a related profession, which may include engineering, solid waste management or other related activities.
- 5.5.3 Regular meetings of the TAC shall be held in accordance with a schedule approved by the TAC, or as directed by the Governing Board, Executive Committee, or Executive Director.
- 5.5.4 The TAC shall adopt its Rules of Procedure for the conduct of its business.
- 5.5.5 The TAC shall select from among its members a Chair, as well as a Vice Chair who shall serve as the Chair of the TAC when the Chair is not present at a meeting of either body.
- 5.5.6 The TAC may appoint subcommittees as it may deem appropriate to conduct its business, pursuant to its Rules of Procedure.
- 5.5.7 The role of the TAC and any TAC subcommittees will be to provide technical advice, guidance and counsel to the Governing Board, Executive Committee and Executive Director on any matter relevant to the Waste disposal and processing system.
- 5.5.8 The TAC shall serve in an advisory capacity to the Governing Board, Executive Committee and Executive Director in technical matters of integrated solid waste planning, including environmental concerns and educational programs, as well as

providing a forum for the exchange of ideas among municipal representatives and the private sector.

ARTICLE VI - POWERS OF AUTHORITY

6.1 The AUTHORITY shall have the following general powers:

6.1.1 Provide for the disposal of all solid waste that is generated in each MUNICIPALITY and in the unincorporated County and delivered to a Waste disposal and processing system facility or transfer station designated pursuant to the Master Plan of Operations.

6.1.2 Adopt, alter, rescind, modify, or amend rules, guidelines, and orders necessary for the operation of the AUTHORITY and the Waste disposal and processing system within the AUTHORITY in accordance with Chapter 403, Florida Statutes and all other applicable law.

6.1.3 Adopt and implement a Master Plan of Operations for the AUTHORITY that shall provide for the transportation, storage, separation, processing, recovery, recycling, or disposal of solid waste and recovered materials generated or existing within the AUTHORITY and modify and update such program or plan as may be required or allowed by law. Specifically, the AUTHORITY shall have the authority to provide solid waste reduction, education and public information programs, e-waste recycling, regional yard waste processing, household hazardous waste drop-off facilities, recycled material processing programs, research and development activities and emergency debris processing and disposal. The Master Plan of Operations shall also provide for revenues necessary to operate the AUTHORITY.

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

- 6.1.5 Sue and be sued, implead and be impleaded, and complain and defend in all courts.
- 6.1.6 Acquire, construct, reconstruct, improve, maintain, equip, furnish, and operate at its discretion such resource recovery and waste management facilities as are required to carry out the purposes and intent of this Agreement and to meet the requirements of Chapter 403, Florida Statutes, and other applicable law.
- 6.1.7 Conduct studies, develop programs, provide continuing management and monitoring of waste and recovered materials projects, programs, and facilities directly or indirectly affecting the Waste disposal and processing system or the AUTHORITY and contract with governmental agencies, individuals, public or private corporations, municipalities, AUTHORITYs or any other person to achieve the purposes of this Agreement and the requirements of Chapter 403, Florida Statutes, and other applicable law.
- 6.1.8 Establish such reasonable rates, fees and other charges and revenue sources allowed by law, including special assessments and tipping fees, to sufficiently fund the Waste disposal and processing system and the maintenance of the AUTHORITY, including but not limited to its administration, management, operation, enforcement, debt service, reserve accounts or any other obligations or services necessary or convenient for the operation of the Waste disposal and processing system in compliance with this Interlocal Agreement and applicable law.
- 6.1.9 Develop, approve and manage an annual revenue and expense budget sufficient for the operation of the AUTHORITY.
- 6.1.10 Issue any bonds or other instruments related to short or long term borrowing, and letters of credit or debt that relate to the Waste disposal and processing system, which it deems necessary or convenient for the operation of the AUTHORITY.

- 6.1.11 Enforce waste flow control ordinances and flow control provisions of hauler contracts as the agent for MUNICIPALITIES and the County.
- 6.1.12 Adopt, use, and alter a corporate seal.
- 6.2 Powers of the Governing Body.
 - 6.2.1 Unless provided otherwise within this Agreement, the powers of the AUTHORITY in Section 6.1 shall be exercised by the Governing Body
 - 6.2.2 Approval of Annual Budgets as described in Article VII
 - 6.2.3 Approval and levy of special assessments as described in Article VII.
 - 6.2.4 Approval of all Revenue Bonds, as well as any financing where the principal exceeds \$5,000,000.00
 - 6.2.5 Approval of and amendments to the Master Plan of Operations for the AUTHORITY.
 - 6.2.6 Appointment of an AUTHORITY Counsel who shall act as the general counsel and advisor to the AUTHORITY. The AUTHORITY Counsel shall have such duties as prescribed by the Governing Body of the AUTHORITY and serve at the pleasure of same.
 - 6.2.7 Approval of the annual tipping fee charged to MUNICIPALITIES.
 - 6.2.8 Approval of Bylaws for the AUTHORITY.
- 6.3 The Executive Committee shall have the following powers:
 - 6.3.1 Overseeing the operation and management of the AUTHORITY in the manner it deems appropriate.
 - 6.3.2 Establishing surety bond requirements for any of the AUTHORITY's officers and employees in such amounts as it deems necessary. The premiums for the bonds shall be paid by the AUTHORITY in the same manner as any other operating expense.
 - 6.3.3 Approval of Operational Policies for the AUTHORITY.

- 6.3.4 Approval of an Annual Plan of Operations for the AUTHORITY
- 6.3.5 Subject to approval by the Governing Body, establish tipping fees, rates, and other charges and revenue sources to sufficiently fund the Waste disposal and processing system and the maintenance of the AUTHORITY.
- 6.3.6 Develop and recommend to the Governing Board the Annual Budget as provided in Article VII, which shall be approved by the Governing Board;
- 6.3.7 Enforce the solid waste flow control ordinances and the flow control provisions of hauler contracts, as the agent for the MUNICIPALITIES and the County, if and to the extent such action is necessary to comply with the AUTHORITY's obligations under this Agreement and the service agreements.
- 6.3.8 Approval of any agreement for contractual services where the contract does not exceed \$5,000,000.00 per year.
- 6.3.9 Purchase/Sale/Lease of Goods and materials where the individual transaction does not exceed \$5,000,000.00.
- 6.3.10 Approval of settlement where the sum total out of pocket to the AUTHORITY, including attorney's fees, exceeds \$100,000.00
- 6.3.11 Appointment of an Executive Director to be responsible for the operation of the AUTHORITY in accordance with the policies and decisions of the Governing Body, and conduct annual reviews of the Executive Director.
- 6.3.12 Draft and recommend Bylaws to the Governing Board for Governing Board approval.
- 6.4 The Executive Director shall serve as the Chief Executive Officer of the AUTHORITY, and shall have the following duties and responsibilities:
 - 6.4.1 Hire such employees as authorized by the Governing Board necessary for the operation of the AUTHORITY.

- 6.4.2 Handle all personnel issues with employees of the AUTHORITY, including setting salaries and benefits, annual reviews, hiring, discipline and firing.
- 6.4.3 Enter into agreements for contractual services where the contract does not exceed \$500,000.00 per year.
- 6.4.4 Purchase/Sale/Lease of Goods and materials where the individual transaction does not exceed \$500,000.00.
- 6.4.5 Approval of settlement where the sum total out of pocket to the AUTHORITY, including attorney's fees, is \$100,000.00 or less.
- 6.4.6 Serve as Registered Agent for all service of process on the AUTHORITY.
- 6.4.7 Provide recommendations, assistance and support as necessary for the Governing Board's approval of the Master Plan of Operations.
- 6.4.8 Provide recommendations, assistance and support as necessary for the Executive Committee's approvals of Operational Policies for the AUTHORITY and Annual Plan of Operations for the AUTHORITY.

ARTICLE VII – REVENUE, BORROWING AND BUDGET

- 7.1 Tipping Fees. The Governing Board shall establish and approve Tipping Fees for processable waste.
- 7.2 Special Assessments. The Governing Board shall approve the levy, collection and enforcement of special assessments, all as provided by and consistent with Florida law.
 - 7.2.1 Rates for Special Assessment shall be approved by the Governing Board.
 - 7.2.2 Assessment Study. The Executive Committee shall select the firm to prepare the Assessment Study.
 - 7.2.3 Revenue Bonds and Other Instruments. The Governing Board shall determine the need for the issuance of any bonds or other instruments related to short or long

term borrowing, and letters of credit or which it deems necessary or convenient for the operation of the AUTHORITY.

6.4.8.1 The Executive Board may approve the issuance of any debt the principal sum of which is Five Million Dollars (\$5,000,000.00) or less.

6.4.8.2 The Governing Board must approve all debt the principal sum of which exceeds Five Million Dollars (\$5,000,000.00), or as may be required by Florida law or the terms of the lender of such debt.

6.4.8.3 The Executive Director shall provide such support and assistance as may be requested by the Governing Board or Executive Committee relating to the review, approval and issuance of the debt.

7.3 Annual Budget. The AUTHORITY shall adopt an Annual Budget for each Fiscal Year, consistent with the requirements of state law as well as any local authorities such as the Broward County Property Appraiser and Broward County Tax Collector. The Executive Committee shall develop the Annual Budget, including conducting public workshops, and recommend same to the Governing Board. The Governing Board shall conduct all legally required public hearings and approve the Annual Budget. The Executive Director shall provide all assistance and support necessary for the approval of the Annual Budget.

ARTICLE VIII – AUDITING

8.1 The AUTHORITY shall appoint an external auditor to serve as Auditor to the AUTHORITY. The Auditor shall report directly to the Governing Board

8.2 The Executive Committee shall appoint five (5) of its members to serve on a Standing Auditing Committee. The Standing Auditing Committee shall be responsible for the selection process for engaging an external auditor, and recommending the appointment of an external auditor to

the Governing Board.

- 8.3 Copies of all reports from the Auditor are to be made available to all MUNICIPALITIES, the COUNTY, members of the Governing Board and, if requested, to private entities utilizing the system.

ARTICLE IX - FACILITIES AND COMMITMENT OF WASTE STREAM

ARTICLE X - OBLIGATIONS RELATING TO OPERATIONS

ARTICLE XI - ASSETS AND LIABILITIES OF THE AUTHORITY

ARTICLE XII - OBLIGATIONS UNDER THIS AGREEMENT ARE NOT INDEBTEDNESS OF ANY MUNICIPALITY OR COUNTY

ARTICLE XIII - RELATIONSHIPS OF THE PARTIES

ARTICLE XIV – MISCELLANEOUS

ARTICLE XV - INDEMNIFICATION

ARTICLE XVI - CONTRACTS WITH HAULERS

ARTICLE XVII – CESSATION-DEFAULT

ARTICLE XVIII – AMENDMENTS

This Agreement may be amended as follows:

- 18.1 The Executive Committee of the AUTHORITY is responsible for creating a proposed Amendment and providing a recommendation to the Governing Board.
- 18.2 An Amendment to this Agreement must be approved as follows:
- 18.2.1 The Governing Board shall approve a proposed Amendment and direct that it be forwarded to all members of the AUTHORITY for approval by such members.
- 18.2.2 In order for an amendment to take effect, it must be approved by one hundred percent (100%) of the members; provided that should a member not take action on a proposed amendment within ___ days, that member shall be deemed to have approved the

Amendment.

- 18.2.3 Unless the Amendment states otherwise, the Amendment will take effect upon certification by the Governing Board that the necessary approvals of the members have been obtained.

ARTICLE XIX - TERMINATION

This Agreement may be terminated as follows:

- 19.1 During the Initial Term, this Agreement may not be terminated.
- 19.2 During any Renewal Term, any party may terminate its participation in this Agreement as follows:

ARTICLE XXX - RATIFICATION OF INTERLOCAL AGREEMENT

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Chairman, authorized to execute same by Board action on the ____ day of _____, 20__ and each MUNICIPALITY, signing by and through officers duly authorized to execute same.

COUNTY

BROWARD COUNTY, through its
BOARD OF COUNTY COMMISSIONERS

By: _____

MAYOR

ATTEST:

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

____ day of _____ 20__

Approved as to form by

Broward County Attorney
Governmental Center, Suite 423 115 South
Andrews Avenue Fort Lauderdale, Florida
33301 Telephone: _____