

**AN INTERLOCAL AGREEMENT
PROVIDING FOR THE
WASTE DISPOSAL AND RECYCLABLE MATERIALS PROCESSING AUTHORITY
OF BROWARD COUNTY, FLORIDA**

SWWG REVISED 2-2-22

AGREEMENT

This Agreement dated for convenience on _____, 2022 (the “Agreement”), is 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” (collectively, the “Parties” and each individually a “Party”).

ARTICLE I – RECITALS

- 1.1 Mission Statement. To protect the long-term public health, safety and welfare, the Parties commit to working together collaboratively through the creation of the Authority. The Authority will develop and implement a long-term, environmentally sustainable, transparent, innovative, and economically efficient plan and approach to ~~disposing~~disposal, reduction, recycling, and reuse of ~~and recycling~~ Solid Waste generated in Broward County.
- 1.2 Goals of the Authority. The Authority will (a) encourage recycling, reduction, and reuse, diverting Solid Waste from landfills, to ultimately reach zero waste, (b) support regional solutions with other counties with priority being given to the needs and goals of the Parties, (c) conduct public education campaigns, and (d) engage in and/or support research and development into disposal, reduction, recycling, reuse, and utilization of the latest technology to create a sustainable and resilient Solid Waste disposal system. The Authority will not be involved in the collection and hauling of Solid Waste and Recyclable Materials, which: Solid Waste and Recyclable Materials collection and hauling services shall remain the responsibility of each local government in Broward

County; provided, however, the Authority may consider offering such services. [HM1]

- 1.3 Reservation of Powers. The Parties find that no municipal or County powers or functions are being transferred by this Agreement. Each Party retains ultimate responsibility within its jurisdiction for supervising Solid Waste and Recyclable Materials as appropriate provided under law. Consequently, the Parties find that it serves a limited government function: to operate a Solid Waste Disposal and Recyclable Materials Processing System. The Parties further find that the Authority is not a mere instrumentality of County or of the Municipalities. Neither County nor the Municipalities will maintain operational control that might hinder the Authority's ability to remain an independent entity.

ARTICLE III – DURATION

- 3.1 Initial Term. This Agreement shall be effective on _____, 202_ (“Effective Date”), and shall continue thereafter for a period that ends thirty-forty (430) years after the Effective Date (“Initial Term”). No Party may terminate or otherwise exit this Agreement during the Initial Term.

- 3.2** Renewal Terms. This Agreement may be renewed for [up to two (2) consecutive] ten (10) year terms by the approval of the Parties. Such renewal shall only be effective for Parties who consent to the renewal. [MA2]

- 3.23.3** [Opt-out. Upon completion of the Master Plan . . .] [HM3]

ARTICLE IV - MEMBERSHIP

- 4.1 Eligibility for Membership. The County and any municipal corporation located within Broward County is eligible to be a member of the Authority.
- 4.2 Subsequent Joinder by Municipalities. After _____, 202__ and throughout the term of this Agreement, any eligible municipality, which is not already a member of the

Authority may become a member by agreeing to all the terms and conditions, and paying all pro rata shares of expenses as established by resolution of the Governing Board, at the time the municipality requests entry.

- 4.3 Dissolution or Merger of Municipalities. For a Municipality that becomes unincorporated, it shall lose its representative on the Governing Board. The tonnage attributed to any such Municipality shall be transferred to County for the purposes of voting under Section 5.4.6 below. Multiple Municipalities that merge shall retain only a single representative on the Governing Board. The tonnage attributed to the remaining Municipality shall be the combined tonnage of the merged Municipalities for the purposes of voting under Section 5.4.6 below.

**ARTICLE V - BROWARD SOLID WASTE DISPOSAL AND RECYCLING
PROCESSING AUTHORITY - GOVERNANCE**

- 5.1 By this Agreement, the Parties are coordinating a joint Solid Waste and Recyclable Materials management program and hereby create an independent entity known as the “[INSERT NAME]” (the “Authority”) pursuant to, and consistent with, Sections 163.01, 189.4041, 403.706(11), (12), (15), and (19), and 403.713, Florida Statutes, and this Agreement.
- 5.2 The Authority shall have the authority and duty to establish, operate, and maintain the System. The contractual arrangement contemplated herein does not divest any Party of its ultimate authority to supervise the provision of Solid Waste or Recyclable Materials processing services within its jurisdiction, nor do any of the powers granted the Authority constitute a transfer of powers or functions as addressed under the Florida Constitution.
- 5.3 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.

5.4 Governing Board.

5.4.1 Membership: Each Municipality shall appoint one (1) representative to the Governing Board. County shall also appoint one (1) representative. All appointed representatives shall be elected officials within the appointing jurisdiction. The appointment by each Party shall be made according to the rules and procedures within the appointing entity. Should a representative on the Governing Board cease to be a duly qualified elected official for ~~whatever any reason (including expiration or term, resignation, or removal from office)~~, the Party that appointed such individual to the Governing Board shall select a successor to serve for the remaining term of the original appointment.

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

5.4.3 Meetings. The Governing Board shall meet at least twice per year, at such dates and times as ~~may be determined to be necessary~~ by the Chair of the Governing Board, the Executive Committee, or the Executive Director to conduct the business of the Authority.

5.4.4 Quorum. A quorum of the Governing Board shall be one more than the number that would constitute 50% of the total membership. 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 would also permit members to attend via Communications

Media Technology. Once the quorum requirements are met, all appointed representatives can vote regardless of whether they are attending the meeting in-person or through Communications Media Technology.

5.4.5 Chair and Vice Chair. The Governing Board shall select one of its members as Chair and shall select another member as Vice Chair who shall serve as the Chair of the Governing Board when the Chair is not physically present at a meeting.

5.4.6 Approvals. Except as specifically provided hereinafter, the Governing Board may approve any action only if the action is supported by an affirmative vote of a majority of the representatives present at the meeting and eligible to vote (provided a quorum is also present) and further provided that such affirmative vote of members representing a majority of tonnage based upon the total Solid Waste data from the previous completed Fiscal Year (including Solid Waste from the Unincorporated Area). The actions listed in Sections [] will require approval by a Super-Majority (66.6%) of the quorum and tonnage.

5.4.7 Rules of Procedure. The Governing Board may approve Rules of Procedure for the conduct of Authority business by the Governing Board.

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

5.4.9 Executive Director. An Executive Director shall be appointed and may be removed by the Governing Board and have the powers as provided in Section 6.4 herein.

5.5 Executive Committee.

5.5.1 Membership: The Executive Committee shall be comprised of eleven (11)

members of the Governing Board, appointed as follows:

5.5.1.1 One (1) member appointed by County.

5.5.1.2 Ten (10) members from Municipalities, which shall be selected as follows:

5.5.1.2.1 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.

5.5.1.2.2 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.

5.5.1.2.3 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.

5.5.1.3 If the number of member Municipalities is not divisible by three (3), then the Large Municipalities category shall include the first extra municipality and, if necessary, the Medium Municipalities category shall include the second extra municipality. Should a municipal corporation join after the assignment of municipalities into categories, that Municipality shall be accounted for in the categories at the next re-assignment under 5.5.1.4. hereinunder.

5.5.1.4 Population figures to assign municipalities into each of the categories shall be from the most recent Bureau of Economic and Business Research – University of Florida report, and the assignments^[HM4] of municipalities into the categories shall be reviewed and if necessary, adjusted on January 1, 2030 and every ten years thereafter.

5.5.1.5 Terms of service on Executive Committee. Terms of appointed members shall be two (2) years. Should a member of the Executive Committee cease to be a duly qualified elected official for ~~whatever any reason (including expiration or term, resignation, or removal from office)~~, 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.

5.5.2 Alternate Members.

5.5.2.1 There shall be one (1) alternate member from each of the three (3) municipal categories, selected in the same manner as members as described in subsections 5.5.1.2.1 through 5.5.1.2.3. There shall be one (1) alternate member from County, appointed by County.

5.5.2.2 Alternate members shall vote only in the absence of the ~~appointed member~~ municipal category for which they serve as the alternate. Alternates may participate during discussion in all meetings but shall vote only when ~~the an~~ appointed member from

the municipal category for ~~whom~~ which they serve as the alternate is absent or unable to vote on an item.

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

5.5.3 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 or, the Executive Committee, 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.

5.5.4 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.~~ Once the quorum requirements are met, all members can vote (subject to Section 5.5.2.3 above) regardless of whether they are attending the meeting in-person or through Communications Media Technology.

5.5.5 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.

5.5.6 Approval. Approval of any item shall require a minimum of a majority of the members of the Executive Committee present at the meeting and eligible to vote.

- 5.5.7 Rules of Procedure. The Executive Committee shall adopt Rules of Procedure for the conduct of Authority business by the Executive Committee.
- 5.5.8 Authority of the Executive Committee^[HM5]. The Executive Committee shall have the powers, duties, and responsibilities provided in Section 6.3, herein.
- 5.6 Technical Advisory Committee (TAC). The Technical Advisory Committee^[HM6] shall be composed of representatives of each Municipality and County as follows:
- 5.6.1 Each Party may appoint a representative to the TAC, who shall serve until replaced by the appointing entity, from the solid waste, public works, utilities, or such other department which performs similar functions for the Party. In addition to the regular TAC representative, the appointing entity may also designate an alternate representative, who performs any above referenced function for the Party, 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.
- 5.6.2 Each member of the TAC shall have technical or professional experience in and knowledge of the solid waste industry or a related profession, which may include engineering, solid waste management, or other related professions.
- 5.6.3 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.
- 5.6.4 The TAC shall adopt its Rules of Procedure for the conduct of its business.
- 5.6.5 The TAC shall select from among its members a Chair and a Vice Chair.

- 5.6.6 The TAC may appoint subcommittees as it may deem appropriate to conduct its business, pursuant to its Rules of Procedure.
- 5.6.7 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 System.
- 5.6.8 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 issues and educational programs, as well as providing a forum for the exchange of ideas among municipal representatives, the public, and the private sector.

5.7 Conflicts of Interest. [HM7]

5.7.1 Appointed Representatives' Conflicts. No member of the Governing Board or Executive Committee shall vote on any matter which inures to the member's special private gain or loss, as that phrase is defined in Section 112.3143(1)(d), Florida Statutes. Such member shall, prior to a vote being taken, disclose the nature of such member's interest in the matter from which the member is abstaining from voting.

5.7.2 Local Government Conflicts. No contract or other transaction between the Authority and one or more of the PartiesMembers, or any other agency or entity in which one or more of the PartiesMembers has an interest, shall be either void or voidable because of such relationship, because such MemberParty is present at the meeting of the Governing Board or Executive Committee which authorizes, approves, or ratifies such contract or transaction, or because such Parties

Member's votes are counted for such purpose if, prior to the taking of the applicable action:

5.7.2.1 The fact of such relationship or interest is disclosed or known to the members of the Governing Board or Executive Committee that authorize, approve, or ratify the contract or transaction by a vote or consent sufficient for the purpose without counting the votes or consents of such interested PartiesMembers;

5.7.2.2 The fact of such relationship or interest is disclosed or known to the members of the Governing Board or Executive Committee, as applicable, entitled to vote and they authorize, approve, or ratify such contract or transaction by vote or written consent; or

5.7.2.3 The contract or transaction is fair and reasonable as to the Authority at the time it is authorized by the PartiesMembers, as applicable.^[MA8]

5.7.3 Quorum and Voting. Common or interested PartiesMembers, if applicable, may be counted in determining the presence of a quorum at a meeting of the Governing Board or the Executive Committee which authorizes, approves, or ratifies such contract or transaction. PartiesMembers who have a relationship or interest in a conflict-of-interest transaction may not be counted in a vote of the Governing Board or the Executive Committee to determine whether to authorize, approve, or ratify a conflict-of-interest transaction unless all such^[MA9] PartiesMembers have such an interest, in which case the unanimous vote of the PartiesMembers is necessary for such approval.

5.7.4 Responsibility for Board and Committee PartiesMembersMembers. Each

MemberParty shall be responsible for the actions or inaction of its designated member(s) of the Governing Board or Executive Committee under this Agreement, and the Authority is authorized to rely on the actions or inactiondirections of the members without further investigation or diligence.

ARTICLE VI - POWERS OF AUTHORITY

6.1 The Authority shall have the following general powers^[MA10]:

6.1.1 Provide for the disposal of all Solid Waste and processing of all Recyclable Materials^[HM11] that is generated in each Party's jurisdiction 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 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 storage, separation, processing, recovery, recycling, or disposal and processing of Solid Waste and Recyclable 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.^[MA12]
- 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 System or the Authority and contract with governmental agencies, individuals, public or private corporations, municipalities, 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 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 System in compliance with this 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 System, which it deems necessary or convenient for the operation of the Authority.^[MA13] All such bonds shall be the sole obligation of the Authority and shall not be obligations of any of the Parties.

SWWG REVISED 2-2-22