

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

This Agreement (“Agreement”), dated for convenience on [____, 2022] (“Effective Date”), is among Broward County, a political subdivision of the State of Florida (“County”), and _____ (each, individually, a “Municipal Party” and collectively, the “Municipal Parties”) (collectively, the “Parties” and each individually a “Party”).

ARTICLE 1. RECITALS AND FINDINGS OF FACT

1.1 Mission Statement. To protect the long-term public health, safety, and welfare of the residents of the Municipal Parties and County, the Parties commit to working together collaboratively through the creation of an independent legal entity known as the “Broward County Solid Waste Disposal and Recyclable Materials Processing Authority” (the “Authority”), the purpose of which is to develop and implement a long-term, environmentally sustainable, transparent, innovative, and economically efficient plan and approach to disposal, reduction, recycling, and reuse of waste generated in Broward County.

1.2 Goals of the Authority. The Authority will (a) encourage recycling, reduction, and reuse, diverting Solid Waste (defined below) from landfills, seeking 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 and Recyclable Materials (defined below) processing system. The Authority may offer the Parties collection and hauling services for solid waste and recyclable materials; however, ultimate responsibility for providing such services shall remain with each local government in Broward County.

1.3 Reservation of Powers. The Parties, individually and collectively, find that no municipal or County powers or functions are being transferred by this Agreement or by the creation of the Authority as a separate legal entity as described in Section 163.01, Florida Statutes. Each Party retains ultimate responsibility within its jurisdiction for supervising waste and recycling as provided by applicable law. Consequently, the Parties find that the Authority serves a limited government function: to operate the System (defined below). The Parties further find that the Authority is not a mere instrumentality of County or of the Municipal Parties. Except for such matters expressly stated in this Agreement, neither County nor the Municipal Parties shall maintain operational control hindering the Authority’s status as an independent and separate legal entity.

1.4 Other Critical Operations Not Addressed by this Agreement. The continuation of this Agreement is contingent on a Master Plan (defined below) being ratified by the Authority and on approval of an amendment to this Agreement by the Parties, as detailed below. The purpose of the Master Plan and the contemplated amendment to the Agreement is to: (a) provide further specificity regarding the Authority’s operations that the Parties have elected to address after the Effective Date, and (b) resolve other critical issues and reflect such consensus as may

exist or be formed by the Authority and the Parties concerning operations and related responsibilities, liabilities, or other commitments regarding matters that are not addressed in this Agreement because of the [inability] to address those matters as of the Effective Date.

ARTICLE 2. DEFINITIONS

2.1 **Authority** means the independent, separate legal entity created by this Agreement.

2.2 **Broward Tonnage** means the total amount of System Waste generated within each Municipal Party's jurisdiction and the unincorporated areas of Broward County. When accurate data for System Waste is not available, the Governing Board may by majority vote elect to approximate the total amount of System Waste by using population figures based on the most recent Bureau of Economic and Business Research – University of Florida report or any other reasonable source of population data it deems appropriate.

2.3 **Hauler** means a person or entity engaged in the collection, transportation, or delivery of System Waste pursuant to an agreement with, or authorization granted by, any Party or the Authority.

2.4 **Hazardous Substances** means any waste, debris, substance, constituent, object, or material that: (a) is determined to be hazardous, toxic, corrosive, reactive, ignitable, explosive, radioactive, infectious, carcinogenic, teratogenic, or mutagenic (collectively, "Hazardous") pursuant to the Broward County Charter, Chapter 27 of the Broward County Code of Ordinances, Chapter 403, Florida Statutes, Fla. Admin. Code Chapter 62-730, Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. § 6901, et seq., Comprehensive Environmental Response, Compensation, and Liability Act ("CERCLA"), 42 U.S.C. § 9601, et seq., Toxic Substances Control Act, 15 U.S.C. § 2601, et seq., 40 C.F.R. Parts 239 through 374, 40 C.F.R. Parts 700 through 799, 49 C.F.R. § 172.101, or any rule or regulation promulgated pursuant to the foregoing authorities; (b) is classified as "universal waste" pursuant to 40 C.F.R. Part 273; (c) is otherwise determined to be Hazardous or prohibited by state or federal law; (d) is determined to be Hazardous at any time by the United States Environmental Protection Agency; (e) may cause damage to a Solid Waste, Recyclable Materials, or Recovered Materials facility accepting the Hazardous Substance; or (f) otherwise poses a threat to public health or safety.

2.5 **Master Plan** means the Master Plan of Operations document required to be adopted by the Authority for strategic and operational planning purposes, as well as describing the Authority's operations in detail and providing the comprehensive planning framework and strategic direction to manage System Waste, across Broward County, consistent with the Parties' responsibilities under applicable law.

2.6 **Recovered Materials** means metal, paper, glass, plastic, textile, or rubber materials that have known recycling potential, can be feasibly recycled, and have been diverted and source separated or have been removed from the solid waste stream for sale, use, or reuse as raw materials, whether or not the materials require subsequent processing or separation from each

other, but the term does not include materials destined for any use that constitutes disposal. Recovered Materials are not included within the definition of Solid Waste.

2.7 **Recyclable Materials** means those materials that are capable of being recycled and that would otherwise be processed or disposed of as Solid Waste.

2.8 **Solid Waste** means garbage, rubbish, trash, refuse, or other discarded material resulting from the operation of residential, commercial, governmental, or institutional establishments that would normally be collected, processed, and disposed of through a public or private solid waste management service. Unless excluded by the Master Plan, this term includes tropical storm debris, hurricane debris, all other storm debris, yard waste, bulk trash, white goods (including, without limitation, large household appliances, refrigerators, stoves, washing machines, drying machines, and water heaters), and construction and demolition debris. The term does not include the following: solid waste from industrial, agricultural, or mining operations (other than construction and demolition debris); sludges; solids or dissolved materials in domestic sewage, or other significant pollutants in water resources, such as silt, dissolved or suspended solids in industrial wastewater effluents, dissolved materials in irrigation return flows or other common water pollutants; any nuclear source or byproduct materials regulated under Chapter 404, Florida Statutes, or under the Federal Atomic Energy Act of 1954, as amended; Recovered Materials; Hazardous Substances; or any waste deemed unacceptable in the Master Plan.

2.9 **System** means the collective arrangement of infrastructure and facilities overseen, owned, operated, acquired, or contracted for by the Authority and provided for in the Master Plan to manage System Waste.

2.10 **System Waste** means Recovered Materials, Recyclable Materials, and Solid Waste collectively generated in any of the Parties' jurisdictions. This term does not include Hazardous Substances or any waste deemed unacceptable in the Master Plan.

ARTICLE 3. FORMATION

3.1 By this Agreement, the Parties are coordinating a joint management program for System Waste through the Authority, created as an independent and separate legal entity pursuant to, and consistent with, Sections 163.01, 189.4041, 403.706(11), (12), (15), and (19), and 403.713, Florida Statutes.

3.2 The Authority will have the power and duty to establish, operate, and maintain the System. This Agreement does not divest any Party of its ultimate authority or obligation to supervise the provision of services related to System Waste generated within its jurisdiction; none of the powers granted the Authority constitutes a transfer of powers or functions as addressed under the Florida Constitution.

3.3 Deadline to Adopt Initial Master Plan and Facilities Amendment. The Authority, through its Governing Board (described below), must: (a) adopt a Master Plan pursuant to the

requirements of Article 7, and (b) approve a proposed amendment to this Agreement (the “Facilities Amendment”) that must subsequently be adopted by the Parties and that meets the procedural and substantive requirements of this section (the requirements under both subparts (a) and (b) are collectively “Formation Conditions”). If the Formation Conditions are not met within eighteen (18) months after the Effective Date (as may be extended by this section), this Agreement automatically terminates, and upon such automatic termination the Parties will only owe such duties to one another as expressly survive termination of this Agreement.

3.3.1 Extension. The Executive Committee (described below) may, by majority vote, extend the adoption deadline to meet the Formation Conditions for up to an aggregate total of six (6) months. If the Executive Committee has no further extension of the deadline available to it, the Governing Board may, by majority vote, further extend the adoption deadline by up to an additional twelve (12) months beyond the initial six (6) month extension. In no circumstance will the deadline, as extended, be more than thirty-six (36) months after the Effective Date.

3.3.2 Withdrawal. Any Municipal Party whose elected body does not approve the Facilities Amendment described in Section [3.3.3] may withdraw from this Agreement by written notice in the form of a formal resolution adopted by the Party’s elected body, adopted no more than ninety (90) days after the Governing Board’s approval of the Master Plan. A Municipal Party’s failure to adopt a resolution approving the Facilities Amendment within the ninety (90) day period will be deemed that Party’s withdrawal from this Agreement. Except for provisions that survive expiration or termination of this Agreement, a Party that withdraws from this Agreement pursuant to this section will have no further rights, duties, or obligations hereunder, including, without limitation, that such Party will not have any representative on the Governing Board or Executive Committee. Notwithstanding the foregoing, any Party that withdraws pursuant to this section will not be prevented from rejoining at a later date pursuant to [Section 5.2]. If a Party does not timely withdraw pursuant to this section, it will remain a Party to the Agreement.

3.3.3 Facilities Amendment; Required Contents. The Facilities Amendment must provide for the following:

3.3.3.1 A procedure and terms by which County may utilize facilities operated as part of the System (if any) that the Authority may own relating to the disposal of Solid Waste if: (a) the Authority is no longer using the facility or has substantially reduced usage of the facility, resulting in a reduction of disposal capacity in Broward County, (b) such capacity is deemed necessary by County to fulfill its obligations under Section 403.706(1), Florida Statutes, and (c) County intends to operate such facility; and

3.3.3.2 A process to effectuate the orderly transfer of services being performed by the Authority and the transfer of assets of the Authority to a successor entity, or to County if County chooses to perform those services, if this Agreement is

terminated or expires or if the Authority is dissolved (collectively “Wind Down”), including detailed processes addressing:

- 3.3.3.2.1 The disposition and/or transfer of reserve funds collected by the Authority associated with the assets being transferred;
- 3.3.3.2.2 How liabilities of the Authority, including debt obligations associated with assets being transferred, will be satisfied;
- 3.3.3.2.3 Whether or how County may acquire assets of the Authority that County intends to continue operating on behalf of the residents of Broward County; and
- 3.3.3.2.4 How the costs of a capital expansion for County-owned facilities will be allocated among the Parties (which may include, among other things, County paying the full cost, the Municipal Parties paying the full cost, or some sharing of costs between County and the Municipal Parties).

Notwithstanding anything in this Agreement to the contrary, including but not limited to Article 16, for the Facilities Amendment to be effective, it must be approved by the elected bodies of: (a) Municipal Parties representing at least eighty percent (80%) of the total population of the Municipal Parties, and (b) County. The Facilities Amendment must be adopted for the Formation Conditions to be met.

3.3.4 Condition on Exercise of Powers. The Authority may not exercise any of the following powers until the Formation Conditions are met:

- 3.3.4.1 Section 8.1.3 (Establishment of rates, fees, and other charges);
- 3.3.4.2 Section 8.1.4 (Recyclable Materials and Recovered Materials processing);
- 3.3.4.3 Section 8.1.5 (Recyclable Materials and Recovered Materials facilities and programs);
- 3.3.4.4 Section 8.1.7 (Collection and transportation services);
- 3.3.4.5 Section 8.1.8 (Solid Waste disposal); or
- 3.3.4.6 Section 8.1.12 (Issuance of bonds).

ARTICLE 4. DURATION

4.1 Initial Term. This Agreement begins on the Effective Date and continues for a period that ends forty (40) years after the Effective Date (“Initial Term”). Subject to Articles 3 and 17, no Party may terminate or otherwise withdraw from this Agreement during the Initial Term.

4.2 Extension Terms. This Agreement may be extended for up to two (2) consecutive ten (10) year terms (each a “Extension Term,” and together with the Initial Term, the “Term”) by the approval of the Parties’ elected bodies as set forth below:

4.2.1 No later than five (5) years before the end of the then-current Term, the Governing Board must determine, based on the projected funding needs of the Authority, the percentage of Broward Tonnage and corresponding number of affirmative votes of the Parties’ elected bodies necessary to extend this Agreement. Notwithstanding the foregoing, no Extension Term may be exercised unless the governing bodies of Municipal Parties representing at least fifty percent (50%) of the Broward Tonnage plus County agree to exercise the Extension Term.

4.2.2 Except for the provisions of this Agreement that survive termination of this Agreement, or that survive a Party’s withdrawal from the Agreement, only those Parties whose elected bodies approve an Extension Term will be bound to this Agreement during such Extension Term.

4.2.3 If the Parties fail to extend this Agreement pursuant to Section 4.2.1, this Agreement will expire at the end of the then-current Term.

ARTICLE 5. MEMBERSHIP ELIGIBILITY AND OBLIGATIONS

5.1 Eligibility for Membership. County and each municipal corporation located within Broward County are eligible to be Parties to this Agreement and thereby be members of the Authority.

5.2 Subsequent Joinder by Municipalities. After the Effective Date, any eligible municipality that is not already a Party may become a Party by agreeing to this Agreement, the Master Plan, and any additional terms and conditions established by the Authority, including, without limitation, payment of all amounts as may be required by the Governing Board.

5.3 Dissolution or Merger of Municipal Parties. Any Municipal Party that becomes unincorporated will lose its representative on the Governing Board. The tonnage attributed to any such former Municipal Party will be transferred to County for the purposes of calculating Broward Tonnage in relation to voting. Municipal Parties that merge will retain only a single representative on the Governing Board and the tonnage attributed to the merged Municipal Party will be the combined tonnage of the merging Municipal Parties for the purposes of calculating Broward Tonnage in relation to voting.

5.4 [Ongoing Contributions of Parties Prior to Special Assessment]. Until the Authority is able to fund its budget, each Party must contribute funding on a pro rata basis, based on population, towards the Authority's expenses, up to an aggregate yearly maximum not-to-exceed amount of [two million dollars (\$2,000,000)]. The Authority will invoice each Party that Party's yearly funding obligation, on a quarterly or other basis, payable in advance.]

5.5 System Waste Segregation Programs. After the effective date of the applicable minimum standards in any policy or program established by the Authority, the Parties must not enact or permit to continue any program for segregating new or used materials at the point of generation for reuse or recycling that fails to meet the minimum standards in the policy or program established by the Authority, unless expressly excepted by the Authority.

5.6 Cooperation. Each Party agrees to cooperate fully with the Authority and to deliver such further information and to take such other actions as may be reasonably requested by the Authority to carry out the intent and purposes of this Agreement, including, without limitation:

5.6.1 Providing Hauler information, including, without limitation, Hauler 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;

5.6.2 Adopting such regulations, executing such agreements, providing such information, and doing such work as may be required by federal, state, or local agencies as part of any application for financial assistance; and

5.6.3 Performing such other acts as may be required by the Authority in furtherance of its operation of the System.

[The Authority must pay all reasonable costs associated with this Section 5.6.]

ARTICLE 6. GOVERNANCE

6.1 The Authority will be overseen and managed by a Governing Board, Executive Committee, and Executive Director, which are hereby established as comprised and with such powers and authority as set forth herein.

6.2 Governing Board.

6.2.1 Membership. Each Party must appoint one (1) of its elected officials to serve as a member of the Governing Board, which appointee serves at the pleasure of the appointing Party. The appointment by each Party will be made according to such rules and procedures as may be adopted by the appointing Party. Should a representative on the Governing Board cease to be a duly qualified elected official of the appointing Party or have more than two (2) consecutive absences from meetings of the Governing Board that are not excused (by majority vote of the Governing Board or pursuant to adopted policy), the appointing Party must promptly appoint a replacement member that meets the foregoing requirements.

6.2.2 Meetings. The Governing Board must meet at least twice per year, at such dates and times as determined by the Chair of the Governing Board, to conduct the business of the Authority.

6.2.3 Approvals. Subject to Sections [6.8 and 7.1], the Governing Board may take official action only if there is a quorum; the action is supported by an affirmative vote of a majority of the representatives present that are eligible to vote; and the action is also supported by the affirmative vote of members representing a majority of the Broward Tonnage.

6.3 Executive Committee.

6.3.1 Membership. An Executive Committee is to be established, composed of eleven (11) members of the Governing Board as follows:

6.3.1.1 The County representative on the Governing Board.

6.3.1.2 Ten (10) members from Municipal Parties, who will be selected as follows:

6.3.1.2.1 Large Municipalities. Five (5) members representing the largest third (1/3) of Municipal Parties by population, selected by majority vote of the members of the Governing Board representing those Municipal Parties.

6.3.1.2.2 Medium Municipalities. Three (3) members representing the middle third (1/3) of Municipal Parties by population, selected by majority vote of the members of the Governing Board representing those Municipal Parties.

6.3.1.2.3 Small Municipalities. Two (2) members representing the smallest third (1/3) of Municipal Parties by population, selected by majority vote of the members of the Governing Board representing those Municipal Parties.

6.3.1.3 Population figures to assign Municipal Parties into each of the categories for purposes of selecting members of the Executive Committee will be based on the most recent Bureau of Economic and Business Research – University of Florida report, with such assignments adjusted on January 1, 2030, and every ten (10) years thereafter, and when any municipality joins this Agreement after the Effective Date.

6.3.1.4 Terms of service on Executive Committee. Executive Committee members serve a two (2) year term. Should a member of the Executive Committee cease to be a member of the Governing Board, a successor must be

appointed using the same procedures as provided in **Section []**, which successor will serve for the remaining term of the original appointment.

6.3.1.5 Members of the Executive Committee may be removed at any time by majority vote of the applicable portion of the Governing Board (Large Municipalities, Medium Municipalities, or Small Municipalities, as applicable) that selected them.

6.3.1.6 [Any decision of the Executive Committee may be overturned by an affirmative vote of (a) at least two-thirds (2/3) of the members of the Governing Board representing Municipal Parties, and (b) the County's representative on the Governing Board.]

6.3.2 Alternate Members.

6.3.2.1 There must be one (1) alternate member from each of the three (3) municipal categories, selected in the same manner as the primary members. There must be one (1) alternate member from County, appointed by County.

6.3.2.2 Alternate members may only vote when a primary member of the Executive Committee in the applicable category is absent from a meeting. Alternates may attend and participate during discussion in all meetings.

6.3.2.3 Alternates will count towards quorum only when they are serving as voting members.

6.3.3 Meetings. The Executive Committee will meet regularly at such dates and times as may be necessary to conduct the business of the Authority. Meetings may be scheduled by the Executive Committee and pursuant to such rules of procedure as may be adopted by the Executive Committee; such rules will include a process for the Executive Director to request a meeting.

6.3.4 Approvals. Except as specifically provided in this Agreement, approval of an action or recommendation will require a quorum and a majority vote of its members present at a meeting and eligible to vote.

6.4 Technical Advisory Committee ("TAC"). A Technical Advisory Committee is established and will be composed of representatives from each Party. The role of the TAC, and any TAC subcommittee, is to provide technical advice, guidance, recommendations, and counsel to the Governing Board, Executive Committee, and/or Executive Director on technical matters relevant to the System, including environmental issues and educational programs, and to provide a forum for the exchange of ideas among Party representatives, the public, and the private sector.

6.4.1 Membership. Each Party may appoint a representative with technical or professional knowledge and/or experience in the solid waste industry, or another

related profession, to the TAC from that Party's solid waste, public works, utilities, or similar department. In addition to the regular TAC representative, each Party may also designate a similarly qualified alternate representative. Alternate representatives may attend and participate in the TAC meetings or TAC subcommittee meetings but may only be counted toward a quorum or vote in the absence of the appointed representative for which they serve as alternate. TAC representatives and alternates will serve at the pleasure of their appointing Party.

6.4.2 Meetings. Regular meetings of the TAC will be held in accordance with a schedule approved by the TAC, or as directed by the Governing Board, Executive Committee, or Executive Director.

6.4.3 Approvals. Except as specifically provided in this Agreement, action by the TAC will require a quorum and approval by a majority of the representatives present at the meeting and eligible to vote.

6.4.4 The TAC may establish subcommittees as it deems appropriate.

6.5 Meeting Procedure. The following apply to the Governing Board, Executive Committee, and the TAC:

6.5.1 Quorum. A quorum will be a majority of the total appointed members, provided that the members comprising the quorum must represent at least one-half (1/2) of the Broward Tonnage. Unless authorized by the Governing Board, the Executive Committee, or the TAC, as applicable, a quorum is determined on the basis of physical attendance. If there is a quorum, all members may vote regardless of whether they are attending the meeting physically or via remote conferencing technology.

6.5.2 Chair and Vice Chair. On an annual basis, the membership of each body must select from among its members a chair and a vice chair, who serves as the chair when the chair is not present.

6.5.3 Rules of Procedure. Each body may adopt rules of procedure to conduct its business. In the absence of any specifically adopted rules, the body will use Robert's Rules of Order.

6.6 Ethics and Required Abstentions.

6.6.1 Ethics Compliance. In their roles with the Authority, the Executive Director and each member of the Governing Board, the Executive Committee, and the TAC will be treated as "Covered Individuals" within the meaning of Section 1.19 of the Broward County Code of Ordinances and must comply with all state and County laws and requirements pertaining to conflicts of interest, ethics, and lobbying. The Governing Board may adopt additional requirements for itself, the Executive Director, the Executive Committee, the TAC, and any employees of the Authority.

6.6.2 No member of the Governing Board or Executive Committee will participate in discussion or vote on any item that relates to an agreement or contract in which the member's respective appointing body (Municipal Party or County) is a party. This provision is limited only to agreements or contracts with four (4) Parties or fewer, and does not prohibit the recused member from voting on the agreement or contract as part of their Party's elected body.

6.7 Executive Director.

6.8.1 The role of Executive Director is hereby established. The Executive Director must be an employee of the Authority not affiliated with any Party and will not be a member of the Governing Board.

6.8.2 The Executive Committee may appoint or remove the Executive Director by majority vote.

6.8 Major Decisions. Notwithstanding anything to the contrary in this Agreement, the Authority may not take any of the following actions without the approval of at least: (a) two-thirds (2/3) of the representatives of the Governing Board voting; and (b) representatives of the Governing Board voting that account for two-thirds (2/3) of the Broward Tonnage:

6.8.1 The distribution of cash or property with a value of more than two million dollars (\$2,000,000) to a Party;

6.8.2 The sale, distribution, or transfer of any real property interest with a value of more than two million dollars (\$2,000,000);

6.8.3 The issuance of bonds or the approval of a bank loan with a value of more than two million dollars (\$2,000,000);

6.8.4 The recommendation to remove the Executive Director, subject to Executive Committee approval;

6.8.5 Approval of all special assessments; or

6.8.6 The initiation or settlement of any legal action with an estimated value of more than two million dollars (\$2,000,000).

ARTICLE 7. OBLIGATIONS OF THE AUTHORITY AND MASTER PLAN

7.1 Master Plan. The Authority must adopt a Master Plan, which describes, among other things, the operations of the Authority in sufficient detail to fund and implement the System and any related facilities or programs and to allow the Authority to plan for financing, investments, and improvements related to the System.

7.1.1 Contents. A Master Plan must provide for, at a minimum, the following:

7.1.1.1 Revenues necessary to operate the Authority, including the amount of, and methodology to calculate, reserve funds needed to cover any and all applicable costs for closure, long-term care, perpetual maintenance, and potential remediation related to the System and its components;

7.1.1.2 Storage, separation, processing, recovery, reuse, and identification of diversion sites and disposal sites for System Waste, as may be appropriate;

7.1.1.3 Diversion plans for: (a) any Hazardous Substances or other waste, debris, substance, constituent, object, or material that may have impermissibly entered the System; and (b) any System Waste for which diversion is appropriate under applicable law;

7.1.1.4 Strategies, services, and programs to address Recyclable Materials and Recovered Materials processing, as well as appropriate public education regarding same;

7.1.1.5 Alternative and contingency facilities, consistent with this Agreement;

7.1.1.6 Additional goals identified by the Governing Board not inconsistent with applicable law, this Agreement, or with County's exercise of its statutorily granted powers and obligations; and

7.1.1.7 Strategies to fulfill the obligations of the Authority related to System Waste delivered to the System, consistent with the powers and limitations of this Agreement.

7.1.2 Procedure to Adopt and Amend Master Plan.

7.1.2.1 Adoption of Master Plan and Significant Amendments. A Master Plan will not be effective unless approved by: (a) members of the Governing Board representing Municipal Parties that comprise at least eighty percent (80%) of the total population of the Municipal Parties, and (b) County's representative to the Governing Board. All proposed amendments to the Master Plan that concern any of the following (collectively, "Significant Amendments") will be subject to the same requirements for approval (set forth in the preceding sentence) as a Master Plan to be effective:

7.1.2.1.1 Addition or removal of any category of waste from the Authority's jurisdiction or operations;

7.1.2.1.2 Closure of any "solid waste disposal facility," as defined in Section 403.703, Florida Statutes (2021), owned or operated by the Authority;

7.1.2.1.3 County's obligations under Section 403.706(1), Florida Statutes.

7.1.2.3 Adoption of Other Amendments to Master Plan. Amendments to the Master Plan that are not Significant Amendments must be adopted by the Governing Board subject to the provisions of Section [6.2.3]. In the event there is any doubt as to whether a proposed amendment to the Master Plan constitutes a Significant Amendment, it shall be treated as a Significant Amendment and may only be adopted subject to the provisions of Section [7.1.2.1].

7.1.2.4 Notwithstanding anything in this Agreement to the contrary, no proposed amendment to the Master Plan that directly or indirectly (a) creates any additional liability or obligation of any Party, (b) disproportionately removes a right of any Party, or (c) has a disproportionate adverse effect on any Party, will be effective without the affirmative vote of the impacted Party's (or Parties') representative(s) on the Governing Board.

7.1.3 In the event of a conflict between the Master Plan and this Agreement, this Agreement will prevail.

7.2 Obligation to Perform. The Authority must implement the various strategies, services, programs, and goals described in the adopted Master Plan.

7.3 Obligation to Direct the Flow of System Waste. The Authority is obligated to accept all System Waste committed by the Parties, pursuant to [Section 11.1], and must cause such System Waste to be directed and delivered from the designated System receiving facilities to appropriate sites for processing or disposal in compliance with the Master Plan and applicable law.

7.4 Obligation to Maintain Reserves. The Authority must ensure adequate reserve funds are collected and maintained to cover applicable costs for closure, long-term care, perpetual maintenance, and potential environmental and other remediation related to the System. The amount of reserve funds and methodology to calculate same must be included in the Master Plan.