

Solid Waste ILA Municipal Feedback

PREAMBLE

The Effective Date is not defined or clearly designated in the draft ILA. However, it appears that the Effective Date should be defined to be the date when the Governing Board conducts its first meeting. Section 4.1 provides that the County and municipalities representing 75% of the County population must sign the ILA before the Effective Date. Section 19.13 provides that the Agreement is contingent upon the Governing Board approving the ILA at the first meeting of the Governing Board. Stated differently, the ILA will not be effective until the Governing Board approves the ILA at the first meeting. In light of these two provisions, it appears that the Effective Date should be the date of the first meeting, unless the Governing Board fails to approve the ILA, in which case it will terminate automatically, pursuant to Section 19.13.

The Preamble states: This Agreement (“Agreement”), dated for convenience on [__, 2022] (“Effective Date”)

Contrast Section 4.1 which states: This Agreement begins on the Effective Date and continues for a period that ends forty (40) years after the Effective Date (“Initial Term”). The Agreement will not be effective unless executed on or before the Effective Date by: (a) Municipal Parties representing seventy five percent (75%) of the population of Broward County and (b) County.

See also Section 19.13 which states: 19.13 Joinder by Authority. This Agreement is contingent upon the Authority, by majority vote of the Governing Board at its first meeting, agreeing to the terms, conditions, and obligations of the Authority as provided for in this Agreement and execution of the joinder of Authority provided for herein. The Authority may not exercise any power under this Agreement until and unless it has executed such joinder, and this Agreement automatically terminates should the Governing Board fail to join in this Agreement by the end of its first meeting. (*Sunrise*) Technical: Change to 4.1 made as to Effective Date

ARTICLE 1 – RECITALS AND FINDINGS OF FACT

Section 1.2

The Authority will (a) encourage recycling, reduction, and reuse, diverting Authority Solid Waste **produced in Broward County** (defined below) from landfills, seeking... (*Oakland Park*) Policy Issue

DELETE last sentence:

~~The Authority may offer the Parties collection and hauling services for Authority Solid Waste and Recyclable Materials; however, ultimate responsibility for providing such services shall remain with each local government in Broward County. ... (*Oakland Park*) Policy Issue~~

In developing the referenced Master Plan and consistent with Section 1.2 - Goals of the Authority, the Authority should consider and evaluate all existing permitted facilities and properties within the County with the appropriate entitlements and land uses to “(a) encourage recycling, reduction, and reuse, diverting Authority Solid Waste from landfills, seeking to ultimately reach zero waste in order to meet the goals and objectives of the Solid Waste Working Group”. (*Deerfield Beach*) Policy Issue

Section 1.3

Comment: Oakland Park maintains its consensus vote to create an independent special district. NOT creating an authority through an ILA. ... (*Oakland Park*) Policy Issue

Section 1.4

This agreement does not become in effect until the Master Plan is approved by amendment to this agreement. ... **(Oakland Park)** [Policy Issue](#)

ARTICLE 2 - DEFINITIONS

Section 2.1

See Comment on Section 1.3 ... **(Oakland Park)** [Policy Issue](#)

Section 2.2

Add manure as an acceptable collectable waste **(Davie)** [Technical – change made](#)

Section 2.3

The City proposes that the amount of Solid Waste be determined in accordance with the Arcadis report. **(Dania Beach)** [Policy Issue](#)

The City proposes that the amount of Solid Waste be determined in accordance with the Arcadis report. **(Coral Springs)** [Policy Issue](#)

Follow population instead of tonnage in the same way Local Option Gas Tax is distributed from Broward County to the Cities. Measurement is more objective and readily available through the Bureau of Economic Business Research. **(Coconut Creek)** [Policy Issue](#)

Section 2.7

The City requests that subsections (e) and (f) be stricken as these categories are overly broad. **(Dania Beach)** [Policy Issue](#)

Hazardous Materials – typo last sentence: subsection (e) should read “an Authority” not “a Authority.” **(Sunrise)** [Technical Issue – change made](#)

In Sections 2.7(c) and (d), the word “hazardous” is capitalized. This word is not defined and, therefore, it should not be capitalized. **(Sunrise)** [Technical Issue – change made](#)

The City requests that subsections (e) and (f) be stricken as these categories are overly broad. **(Coral Springs)** [Policy Issue](#)

Section 2.9

Are recovered materials expected to be sorted by municipalities as they are not included within the definition of Solid Waste? Will there be there a percentage of recovered materials that are allowed to be included within Solid Waste? **(Coral Springs)** [Policy Issue](#)

Are recovered materials expected to be sorted by municipalities as they are not included within the definition of Solid Waste? Will there be there a percentage of recovered materials that are allowed to be included within Solid Waste? **(Dania Beach)** [Policy Issue](#)

Section 2.9 provides that “Recovered Materials” are not included in the definition of Authority Solid Waste. In contrast, Section 2.12 provides that System Waste does include Recovered Materials. The inclusion of Recovered Material as part of the System Waste seems inappropriate. Sections 11.1 and 11.2 require the Parties to deliver all System Waste (including Recovered Materials) to the Authority, but the Parties cannot lawfully comply with these requirements. Section 403.7046(2), F.S., prohibits the Parties from controlling Recovered Material. (**Sunrise**) Policy Issue

ARTICLE 3 - FORMATION

Section 3.1

Is this intended to mean Broward County retains its statutory obligation for solid waste disposal? ... (**Oakland Park**) Yes

Section 3.3

The City objects to the approval of a veto only requiring a vote of 6 County Commissioners and recommends 8. (**Dania Beach**) Policy Issue

Section 3.3.1

Regarding the ability of the Executive Committee and the Board to extend the deadline for the Authority to adopt an operational plan (“Initial Master Plan”) for almost 2 years. What were to happen if a Municipal Party wanted to terminate its contract with its current waste hauler anticipating the adoption and implementation of the IMP within a certain number of months, but that does not happen? It would seem to Tamarac that the working group should develop and have the IMP drafted and ready for adoption and implementation on day-one the Authority is in place. Otherwise, the Executive Committee and Board are going to get bogged down with developing the IMP. (**Tamarac**) Policy Issue

Section 3.3.2

Replace 90 days with 120 days (**Davie**) Technical Issue – change made

This could be a tight timeline depending upon the time of year; the City of Fort Lauderdale suggests 120 days. (**Fort Lauderdale**) Technical Issue – change made

Section 3.3.3

(**and 7.1.2 –**) The City objects to the approval of a veto only requiring a vote of 6 County Commissioners. Instead, a veto should require a unanimous vote of the County Commissioners. Policy Issue

Also in Section 7.1.2 the fifth line should read “Master Plan” and there is a period missing at the end of that sentence. (**Coral Springs**) Technical Issue – change made

"Notwithstanding anything in this Agreement to the contrary,..for the Facilities Amendment to be effective, it must be approved by ...provided, however, if the Facilities Amendment is approved by all municipal parties but not the County, the Facilities Amendment will be deemed approved. subject to a

veto by the County, which veto shall require the unanimous vote in favor of the veto by all members of the County Commission. At least six County Commissioners voting in favor of the veto.

(Lauderhill) Policy Issue

The City of Fort Lauderdale suggests EIGHT (8) **(Fort Lauderdale) Policy Issue**

What appears to be the interchangeable use of “IMP” and “Facilities Amendment” is obtuse and hard to follow and should be clarified. Which comes first? Does every municipality have to approve the IMP in the same manner as “Facilities Amendment”? Does the “Facilities Amendment” amend the IMP? How often can the IMP be amended? Who initiates a “Facilities Amendment”? A lot of detail regarding what the “Facilities Amendment” must contain, but no mention of similar requirements for the IMP. Which comes first and which has precedent over the other? **(Tamarac) Policy Issue**

Change County veto power of six to seven County Commissioners **(Davie) Policy Issue**

Section 3.3.3.1

There is no definition of what “substantially reduced of the facility” means, who gets to determine it is substantially reduced, and whether the other parties are provided notice. It’s not clear if the parties intend for these items to be addressed in the Facilities Amendment. **(Sunrise) Will be addressed in Facilities Amendment**

Section 3.3.3.2

80% of cities need to sign on as a party to the Facilities Agreement; and the County needs to sign on. But, if 100% of cities sign on, the county can only reject the Facilities Agreement by a 6-person veto of the County Commission. Dania Beach recommends 8 county commissioner veto. **(Dania Beach) Policy Issue**

The County should not be allowed to veto a unanimous vote by all municipal parties. **(Lauderdale Lakes) Policy Issue**

Participating Municipalities need to have an ownership stake in the Authority assets. **(Davie) Policy Issue**

Section 3.3.3.2.4

County Veto Power should require at least 7 (seven) County Commissioners to override. Under the draft ILA, a Facilities Amendment “. . . *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 County*” or “*All municipal parties but not the county.*” An Amendment that requires approval representing 80% of the population but could be overridden by 67% of the County Commission appears very unfairly balance to the County. **(Tamarac) Policy Issue**

We support the County’s super majority vote for veto. **(Coconut Creek) Policy Issue**

Section 3.3.3.3

Should be clear that County use needs to be related to Solid Waste and not other County operations. ... **(Oakland Park) Technical Issue – change made (to 3.3..3.2.3)**

Section 3.11 (3.3.2)

“Withdrawal”, change 90 days to 120 days. **(Dania Beach)**Technical Issue – change made to 3.3.2 (there is no 3.11)

Section 3.3.4

move title: The section’s title “Condition on Exercise of Powers” appears after the first sentence. **(Sunrise)**Technical Issue – change made

Section 3.3.4 should be amended to include two new subsections: Subsection 3.3.4.7, which should cite to Section 11.1 Commitment of System Waste; and Subsection 3.3.4.8, which should cite to Section 11.2 Regulatory Flow Control. Technical Issue – change made. With these revisions, it would be clear that the Authority may not exercise any of its powers or enforce any of its requirements concerning the commitment of waste or regulatory flow control until the Formation Conditions are met. If the Formation Conditions are not met within 18 months, the ILA will terminate pursuant to Section 3.3. Until the Parties know that the ILA will remain in effect, the Parties should not be obligated to commit their waste to the Authority or implement flow control systems benefitting the Authority. **(Sunrise)**

Start New Section 3.3.5 beginning with “Condition of Exercise of Powers” and correct numbering below from 3.3.4.1 through 3.3.4.6 to 3.3.5 1 through 3.3.5 6. **(Coconut Creek)**Technical Issue – change made

I believe that the beginning of the second sentence should actually be a new section. **(Pembroke Park)**Technical Issue – change made

ARTICLE 4 – DURATION

Article 4 and numerous other sections contain a “veto” provision. While the City appreciates Broward County’s position, we support the super majority veto provision as written. **(Plantation)**Policy Issue

Section 4.1

the initial terms is 40 years. There is no provision to terminate or withdraw once in. Forty years is a long time. **(Southwest Ranches)**Policy Issue

Section 4.2

Can individual Cities not agree to extension(s) and exist Authority? ... **(Oakland Park)**Currently, cannot exit if not agree to extension. Policy Issue.

Up to two 10-year extensions may be extended no later than 5 years before the expiration date, provided Cities representing at least 75% of tonnage and the County agree. If extension term is approved by 100% of municipalities but NOT the County, the extension will be deemed approved unless veto by 7 County Commissioners. **(Davie)**Policy Issue

Section 4.2.1

extra punctuation (comma and semicolon): unless the elected bodies of Municipal Parties representing at least fifty percent (50%) of the Broward Tonnage plus County agree to exercise the Extension Term, provided, however, if the Extension Term is approved. (**Sunrise**) Technical Issue –change made

Regarding the “Veto Power” of Broward County, it should require seven (7) Commission Members to override. (**Tamarac**) Policy Issue

If initial passage requires municipal parties representing at least 50% plus the County or 100% of the municipalities without the County, then it stands to reason the bar for a veto must be sufficiently high. In the latter, assuming the initial opposition of the County requires no more than a simple majority vote, then the Veto Power should be set at a point higher than majority plus one. (**Tamarac**) Policy Issue

We support the County’s super majority vote for veto. (**Coconut Creek**) Policy Issue

The City of Fort Lauderdale would suggest eight (8) (**Fort Lauderdale**) Policy Issue

ARTICLE 5 – MEMBERSHIP ELIGIBILITY AND OBLIGATIONS

Section 5.1

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, to pay the Authority’s expenses. Such expenses shall not exceed an aggregate yearly maximum 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. To the extent possible, it would be useful to receive the contribution estimate prior to the adoption of the city’s annual budget. (**Wilton Manors**) Policy Issue

Section 5.4

The City proposes that the ongoing contributions be based on tonnage, not on population. Until the Authority can assess taxes/assessments to fund itself, all participating cities and county will fund \$2,000,000, for the Authority, on a pro rata basis based upon population, payable quarterly. Can the group please provide a break down the \$2,000,000 by City population percentage. (**Dania Beach**) Policy Issue

Maximum \$2M prorated contribution annually until authority is funded by other revenues. Quarterly payments in advance are potentially too high, particularly since we collect much of our revenue through special assessments. Monthly would be more manageable. We’d also need a firm idea of the contribution by April or May of the preceding year to ensure such costs could be accommodated in our budget. ... (**Oakland Park**) Policy Issue

is there any idea what the funding commitment will be for pembroke park? Or what the funding commitment will be in general for all the cities to keep the authority running? **(Pembroke Park)** Policy Issue

Prior to requesting municipal approval of the ILA, a draft budget should be developed. Also, a timeframe for when the Authority would be able to fund its budget (one year, three years...) **(Tamarac)** Policy Issue

The City proposes that the ongoing contributions be based on tonnage, not on population. **(Coral Springs)** Policy Issue

Would love to have some sense of the numbers, but it's not a sticking point. **(Southwest Ranches)** Estimate is \$2mm a year, can figure City number based on pro rata

ARTICLE 6 – GOVERNANCE

How is the selection process going to take place for Executive Committee members? The City proposes that municipalities have a right of first refusal by population within each of the 1/3 of municipal parties by population groups. **(Dania Beach)** Policy Issue

Article 6 establishes an Executive Committee. The City would like to see language providing for regular updates to the cities included on the Governing Board by the Executive Committee. This would ensure better communication with all municipal partners. **(Plantation)** Technical Issue – change made in 6.3.3

Article 6 also establishes a Technical Advisory Committee (“TAC”) and sets forth criteria for appointment of a TAC representative by each participant city. TAC membership criteria may be a bit limiting. Cities should be able to appoint the person they deem “most knowledgeable” and be afforded the option of appointment of a citizen with the requisite knowledge and experience, if they so choose. **(Plantation)** Policy Issue

How is the selection process going to take place for Executive Committee members? The City proposes that municipalities have a right of first refusal by population within each of the 1/3 of municipal parties by population groups. **(Coral Springs)** Policy Issue

Section 6.2.3

Follow population instead of tonnage in the same way Local Option Gas Tax is distributed from Broward County to the Cities. Measurement is more objective and readily available through the Bureau of Economic Business Research. **(Coconut Creek)** Policy Issue

Section 6.3

Criteria to designate Large, medium and small municipalities should be clearly defined. **(Lauderdale Lakes)** Technical Issue – no change made - is sufficiently clear

Given the authorities delegated to the Executive Committee (in section 8.3), is an Executive Committee of 10 municipalities plus the County sufficiently representative of the county as a whole? Perhaps an Executive Committee of 13 + 2 would be better. Perhaps adding an addition medium and small municipal representative would better ensure representation across all communities (size, location within the County north to south, coastal / in-land, etc.).

In addition, the County should have two representatives. Most, if not all, actions require County support. Having two County members would limit overwhelming power of a single County representative. Perhaps have the County appoint one member and the League of Cities appoint the second. **(Tamarac) Policy Issue**

Section 6.3.1

Membership

Does the ILA ever specify what it designates as “large”, “medium”, and “small” municipalities? ... **(Oakland Park) Technical issue – no change made – sufficiently clear**

Section 6.3.1.1

If 80 percent of the cities vote to overturn, why then would there be a second voted be needed of the cities, and why unanimous? **(Dania Beach) Policy Issue**

Section 6.3.1.2.1

Large municipalities should have Four (4) members. There are only 7 municipalities with a population over 100 Thousand and 16 municipalities with population below 50 thousand people. Smaller municipalities should have a larger representation in the Executive Committee. **(Lauderdale Lakes) Policy Issue**

Section 6.3.1.2

Small municipalities should have Three (3) members. There are only 7 municipalities with a population over 100 Thousand and 16 municipalities with population below 50 thousand people. Smaller municipalities should have a larger representation in the Executive Committee. **(Lauderdale Lakes) Policy Issue**

Section 6.3.1.6

If ninety (90%) of the population of the Municipal parties vote in favor of overturning an Executive Committee decision, there should be no reason to proceed with Second vote That requires unanimity to bypass the County. 90% should be enough to bypass the County. **(Lauderdale Lakes) Policy Issue**

Overturning properly passed actions should require a sufficiently high bar regardless of whether the decision to overturn originates from the City or the County. As initially proposed, the veto power of the County rests at majority plus one (6 members). However, absent the County’s veto power of the Cities requires 2/3 of all members and it must represent 90% of the population, and then must be followed by a second vote of ALL municipal members. The ability of the Cities to overturn should simply be set at 75% of all members or represent 90% of the County population. (Consistent with the recommendations within this document that County override should require 7 out of 9.) **(Tamarac) Policy Issue**

This part is a little unclear. If 90% of the cities vote to overturn, why then would there be a SECOND vote needed of the cities and that second vote would have to be unanimous? Please consider rewriting this section for better clarity **(Fort Lauderdale)** [Policy Issue](#)

Far too much authority and power given to Broward County, particularly in light of those of us who remember the issues with the previous ILA which expired in 2012. The County's vote should not count more than their proportionate share of waste and/or municipal services area (unincorporated) population. They are deciding representation for cities by size, allowing the County this power is disproportionate. **(Southwest Ranches)** [Policy Issue](#)

Any decision of the Executive Committee may be overturned by an affirming vote of at least two-thirds (2/3) of the members of the Governing Board. Notwithstanding the foregoing, the Governing Board may not overturn any decision of the Executive Committee concerning the appointment, removal or compensation of the Executive Director. **(Davie)** [Policy Issue](#)

Section 6.3.3

Executive Committee meeting should be scheduled at least 1 per month ... **(Oakland Park)** [Policy Issue](#)

Section 6.4

Clarification should be made regarding the intended staffing / support of the authority. Will the Executive Director have his/her own staff? How does this impact TAC's ability and effectiveness in providing technical support? During the RRB, the County's Solid Waste Division, which provided significant support, was very well staffed, knowledgeable, and responsive to County and municipal needs. Is it the intention to have the County serve as primary support of the authority? TAC should again play a significant role in the Authority, but it is equally important to have dedicated staff available for day-to-day operation of the Authority. **(Tamarac)** [Technical Issue – change made to provide it is up to Executive Committee](#)

Section 6.6.2

last sentence – delete extra verbiage. I suggest deleting “as part of”: “This provision is limited only to agreements or contracts with four (4) Parties or fewer, applies to the meeting of the Governing Board or Executive Committee, and does not prohibit the recused member from voting on the agreement or contract ~~as part of~~ when such agreement or contract comes before their Party's elected body.” **(Sunrise)** [Technical Issue – change mae](#)

Section 6.8

This clause technically provides a veto power to larger municipal parties. Major decisions shall be approved by 2/3 vote of the Governing Board regardless of the Broward Tonnage. **(Lauderdale Lakes)** [Policy Issue](#)

ARTICLE 7 – OBLIGATIONS OF THE AUTHORITY AND MASTER PLAN

Section 7.1

Master Plan – Should there be an initial timeline for preparation of the master plan. If not met, agencies can exist Authority due to inaction. **Policy Issue**
Goes back to Article 5.4 and payments of \$2M till authority’s revenue is established. If the Master Plan takes (say 5 years) long to approve, we should not be obligated for the term of the agreement to pay for an authority that does not have an approved plan. ... **(Oakland Park)**

What is the difference between a “Significant Amendment” to the IMP and a “Facilities Amendment” extensively discussed in Paragraph 3.3? **(Tamarac)****Different documents as described in ILA**

Section 7.1.2.1

Adoption of Master Plan and Significant Amendments. A Master Plan will not be effective unless approved by:.....; provided, however, if the Master Plan is approved by all municipal parties but not the County, the Master Plan will be deemed approved, subject to a veto by the County, which veto shall require the unanimous vote in favor of the veto by all members of the County Commission. At least six County Commissioners voting in favor of the veto **(Lauderhill)** **Policy Issue**

What is the difference between a “Significant Amendment” to the IMP and a “Facilities Amendment” extensively discussed in Paragraph 3.3? **(Tamarac)****Different documents as described in ILA**

The section needs to be fixed for typos, spacing and different fonts. **(Fort Lauderdale)****Technical Issue – changes made**

The City of Fort Lauderdale would suggest eight (8) **(Fort Lauderdale)** **Policy Issue**

County veto power should be 7 of 9 County Commissioners. **(Davie)** **Policy Issue**

Who makes the legal determination of “creates any additional liability or obligation of any Party”? **(Dania Beach)****Parties subject to judicial review**

County veto authority is disproportionate and could supersede the will of the municipalities. **(Southwest Ranches)** **Policy Issue**

Section 7.1.3

Who would make this legal determination? **(Fort Lauderdale)****Parties subject to judicial review**

ARTICLE 8 - POWERS OF THE AUTHORITY

Section 8.1.1

“within the Parties’ Jurisdiction” – we need to make sure that all Broward Schools are included in public education efforts. If, for example, a school is in a municipality that opts not to participate in the ILA, students from participating municipalities are likely to attend that school and should not be excluded from education efforts. **(Tamarac)** **Policy Issue**

Section 8.1.3

How would that be defined and by who? **(Fort Lauderdale)** Executive Committee

Section 8.1.8

Authority Cannot Own Solid Waste Disposal Facility As That Is County Responsibility. To gain authority to do so, need 2/3 of population of City and County vote, or 100% cities vote (County 6 vote veto). City of Dania Beach would like to see a higher County vote of 8. **(Dania Beach)** Policy Issue

We support the County's super majority vote for veto. **(Coconut Creek)** Policy Issue

The City of Fort Lauderdale would suggest eight (8) **(Fort Lauderdale)** Policy Issue

County veto power should be 7. We recommend changing the ownership language. Municipalities and County should own the property and facility equally with the County operating the facility if the Authority disbands in the future. **(Davie)** Policy Issue

Section 8.1.15

We would like to add eminent domain throughout the paragraph as follows:

8.1.15 In order to fulfill the purpose and intent of this Agreement, and except as expressly limited by this Agreement, exercise all other necessary and appropriate powers of an independent entity created pursuant to Chapter 163, Florida Statutes, including without limitation, to acquire, at its discretion, personal or real property or any interest therein by gifts, lease, eminent domain or purchase. **(Coconut Creek)** Authority will not have eminent domain power (but members do, and could exercise on behalf of Authority)

Section 8.3.11

Executive Committee appoints Executive Director. Executive Committee should recommend appointment to the Governing Board ... **(Oakland Park)** Policy Issue

Section 8.4

Ensure the Executive Director has sufficient power to effectively direct the Authority. **(Tamarac)** Policy Issue

ARTICLE 11 – COMMITMENT OF SYSTEM WASTE

Section 11.1

Sections 11.1 and 11.2 would require the City and other Parties to direct their waste to the Authority. These requirements should be revised. First, they should not apply to any Party until the Authority has a waste disposal system in place to receive that Party's waste. Second, these requirements would prohibit the City from renewing its waste disposal agreement with Wheelabrator/WIN. These requirements should not apply to the City unless the City elects to comply with them. In Section 1.2(a) of the ILA, the first goal of the Authority is to encourage the diversion of waste from landfills. Since the City already is accomplishing this goal by diverting its MSW to Wheelabrator/WIN, it is not clear why the City should be required to deliver its waste to the Authority. **(Sunrise)** Policy Issue

Section 11.2

Section 11.2, last sentence, cites to Section 402.713(2), F.S. It appears the authors intended to cite Section 403.713(2), but I cannot discern why this subsection would be cited. (**Sunrise**)*Technical Issue – change made*

when is the date most likely that the flow control ordinance will be required? (**Pembroke Park**)*Technical Issue – change made to read date prior to date determined by Executive Committee which shall be no earlier than date of adoption of Master Plan*

Section 11.4

This should not be done by ordinance, but rather the ILA should specify that each local government hauling contract shall have a clause requiring all these reporting requirements (see paragraph 11.6). (**Tamarac**)*Policy Issue*

ARTICLE 16 – AMENDMENTS TO THIS AGREEMENT

Section 16

The City proposes that failure to act on an amendment within 90 days is not deemed an approval, but is deemed a denial. (**Coral Springs**)*Policy Issue*

Section 16.1.3

Who determines “substantively modifies” the provision? (**Dania Beach**)*Parties subject to judicial review*

What is the criteria for substantial modification and who makes that call? (**Fort Lauderdale**)*Policy Issue whether to add criteria currently parties would determine subject to judicial review*

Section 16.1.4

The City of Fort Lauderdale thinks this should be changed to deemed DENIED. (**Fort Lauderdale**)*Policy Issue*

Except as otherwise provided in this Agreement, all amendments are effective if approved by the elected bodies of Parties representing at least two-thirds(2/3) of the total population of the Parties plus a majority of the Parties: however, if a Party does not give notice of its elected body’s approval of the proposed amendment within one hundred and twenty (120) days after that Party received notice of the amendment, that Party will be deemed to have denied the amendment. (**Davie**)*Policy Issue*

ARTICLE 17 – DISPUTE RESOLUTION PROCESS; AUTHORITY LIABILITY; CHOICE OF LAW, VENUE, JURY TRIAL WAIVER

Section 17.1

May want to consider a slightly longer time frame, like 60-90 days (**Fort Lauderdale**)Technical Issue – changed to 60 days

Section 17.4

In Section 17.4, it should be clear that any damages that could be awarded if the Authority acts improperly (i.e., if it prevents the County from performing its statutory obligations), would be against the Authority only, not against individual parties to the Agreement. (**Weston**)Technical Issue – change made

It should be clear that any damages that could be awarded if the authority acts improperly (i.e., if it prevents the County from performing its statutory obligations), would be against the Authority only, not against individual parties to the Agreement. (**Margate**)Technical Issue – change made

It should be clear that any damages that could be awarded if the Authority acts improperly (i.e., if it prevents the County from performing its statutory obligations), would be against the Authority only, not against individual parties to the Agreement. (**Deerfield Beach**)Technical issue – change made

It should be clear that any damages that could be awarded if the Authority acts improperly (i.e., if it prevents the County from performing its statutory obligations), would be against the Authority only, not against individual parties to the Agreement. (**Parkland**)Technical Issue – change made

Section 17.5

Section 17.5 provides that if the authority fails fulfill its statutory obligation, the authority shall be liable and responsible for payment to the County of costs incurred by the County for capital expansion. We would like to see some criteria as to what would constitute “failure”. (**Plantation**)Policy Issue

SECTION 18 – RIGHTS OF FIRST REFUSAL

Section 18.1.2

To be consistent, thirty (30) days should be changed to sixty (60) days throughout the paragraph as follows:

If the applicable Party does not provide the Authority with notice of its intent to exercise its right of first refusal within sixty (60) days after the Authority provides the Parties with a copy of the Offer, the Authority may proceed with the sale of the Authority Property. If County does not provide the Authority with notice of its intent to exercise the right of first refusal as provided in subsection [18.1.1], above, the relevant Municipal Party or Municipal Parties will have ~~thirty (30)~~ sixty (60) days to provide notice of intent to exercise its right of first refusal after receipt of notice from the Authority that County has not exercised its right. If no Municipal Party provides the Authority with notice of its intent to exercise the right of first refusal as provided in subsection [18.1.2], above, County will have ~~thirty (30)~~ sixty (60) days to provide notice of its intent to exercise its right of first refusal after receipt of notice from the Authority that no applicable Municipal Party has exercised its right. (**Coconut Creek**)Technical Issue – changes made

Miscellaneous:

The ILA is seeking a commitment of 40 years. The City would like to explore how a city(cities) could be released from the ILA early, and if so, under what specific circumstances and cost. The concern would be any penalties, etc. for early withdrawal and knowing those costs as much as possible at the signing of the interlocal. **(Dania Beach)** [Policy Issue](#)

The current language says that cities can join “later” (after the ILA & Master Plan is set, and the group of cities have joined). What is the “penalty” to join later? Also, what is the point of joining “now” if one can join later? **(Dania Beach)** [To be determined by Executive Committee](#)

The ILA does not provide a range or estimate for the fee per ton that would be implemented. By contrast, the City of Dania Beach’s 5-year agreement with Wheelabrator, which is to start in July 2023, provides a rate in the low \$50’s, per ton with an annual CPI provision. The City of Dania Beach acknowledges that it is difficult for the County to ascertain a range at this point, as the County does not have the specific number of cities that will join, and obviously to tonnage projections, etc. This unknown is of concern to the City. **(Dania Beach)** [Not a document issue](#)

If the Interlocal is Adopted, the later coming Master Plan, which would be signed off by the Independent Authority would determine what is included in the proposed definition of Solid Waste. This interlocal should require that definition to be determined now, so that items like, storm debris, white appliances and construction materials are included. **(Dania Beach)** [Policy Issue](#)

The issue of the County having an ultimate veto power but requiring 6/9 County Commissioners is not a deal breaker for the City, as the County would need a super majority to overturn the participating municipalities vote. **(Hollywood)** [Policy Issue](#)

Funding of the Authority, prior to the implementation of a special assessment, should be 50% paid by the County and the other 50% paid by the municipalities based on population, similar to how the Waste Generation Study was performed. **(Hollywood)** [Policy Issue](#)

There was discussion about focusing on recovered material initially. While this is an important issue, solid waste disposal is equally important to Hollywood and should be addressed as well. **(Hollywood)** [Policy Issue](#)

There has been some discussion related to limiting the Authority to recycling only. We are concerned that bifurcating ruins efficiencies of the system and does not resolve waste disposal in Broward County. We are supportive of an Independent District authorized by the State, the County handling entirely, or continuing to work through the ILA. **(Coconut Creek)** [Policy Issue](#)

The City is supportive of the ILA and its approach of having the County and municipalities work together collaboratively to develop and implement a long-term approach to solid waste disposal and recycling. **(Weston)** [Very nice](#)

The City is concerned about multiple sections (e.g., 3.3.4, 4.2.1, 7.1.2.1 and 8.1.8) under which the County has the power to veto and overrule the wishes of 100% of the participating municipalities. The City would prefer that there be no such veto power or, if the County is able to veto the wishes of 100% of the participating municipalities, it should require a unanimous (not merely 6 of 9) vote of the County Commission. **(Weston)** [Policy Issue](#)

There are typographical/formatting errors in Sections 3.3.4 (there should be a new section starting with "Condition"), and [7.1.2.1](#) /"Mast" should be "Master" and there should be a new section starting with "All proposed amendments... "). **(Weston)**Technical Issue – changes made

1. The funding for the Authority prior to the imposition of the special assessments should be 50% from the County and the other 50% from the participating municipalities (based upon population). As it stands now, the County's funding obligation is insignificant (because of the small population of the unincorporated area). This will increase the incentive for municipalities to participate, since their residents would effectively be paying a portion of the start-up costs (through County taxes) even if the municipality chooses not to join. It would also further spread the cost, thereby reducing the cost to each municipality. Finally, it would be consistent with how the waste generation study was funded, and it would recognize that the County will receive a benefit from the existence of the Authority beyond its unincorporated population because the Authority would be satisfying the County's statutory obligations. **(Weston)**Policy Issue

Again, sufficient time needs to be allowed to prepare and take an ordinance to their respective City Commissions **(Fort Lauderdale)**Not a document issue

The City is supportive of the ILA and its approach of having the County and municipalities work together collaboratively to develop and implement a long-term approach to solid waste disposal and recycling. **(Margate)**Very nice

The City is concerned about multiple sections (e.g., 3.3.4, 4.2.1, 7.1.2.1 and 8.1.8) under which the County has the power to veto and overrule the wishes of 100% of the participating municipalities. The City would prefer that there be no such veto power. If the County is able to veto the wishes of 100% of the participating municipalities, then any veto by the County Commission should require a unanimous, and not merely a two-thirds vote in the affirmative by the members of the County Commission. **(Margate)**Technical Issue – changes made

The funding for the Authority prior to the imposition of the special assessments should be fifty percent (50%) from the County and the other fifty percent (50%) from the participating municipalities, based upon population. As it stands now, the County's funding obligation is insignificant, because of the small population of the unincorporated area. This will increase the incentive for municipalities to participate, since their residents would effectively be paying a portion of the start-up costs, through County taxes, even if the municipality chooses not to join. It would also further spread the cost, thereby reducing the cost to each municipality. Finally, it would be consistent with how the waste generation study was funded, and it would recognize that the County will receive a benefit from the existence of the Authority beyond its unincorporated population because the Authority would be satisfying the County's statutory obligations. **(Margate)**Policy Issue

The City is supportive of the ILA and its approach of having the County and municipalities work together collaboratively to develop and implement a long-term approach to solid waste disposal and recycling. **(Deerfield Beach)**Very nice

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unanimous, and not merely a two-thirds vote in the affirmative by the members of the County Commission. **(Deerfield Beach)** Policy Issue

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The City of Deerfield Beach is one of only two cities in Broward County the City is aware of that performs collection and hauling of municipal solid waste utilizing City staff. Disposal locations and costs will likely have greater economic and operational impacts on such City operations when compared to Broward municipalities utilizing a private hauler. The City believes that it is important to have a representative on the Executive Committee from a Broward municipality that performs collection and hauling so that the unique considerations of such operations will be adequately represented. **(Deerfield Beach)** Policy Issue

The City is supportive of the ILA and its approach of having the County and municipalities work together collaboratively to develop and implement a long-term approach to solid waste disposal and recycling. **(Parkland)** Very nice

The City is concerned about multiple sections (e.g., 3.3.4, 4.2.1, 7.1.2.1 and 8.1.8) under which the County has the power to veto and overrule the wishes of 100% of the participating municipalities. The City would prefer that there be no such veto power. If the County is able to veto the wishes of 100% of the participating municipalities, then any veto by the County Commission should require a unanimous, and not merely a two-

thirds vote in the affirmative by the members of the County Commission. **(Parkland)** Policy Issue

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Broward County Comments:

The Broward County Board of County Commissioners (Board) discussed the draft ILA during its October 11, 2022, meeting. The Board generally agreed that continued cooperation with the

municipalities to address the solid waste and recycling needs of Broward County will benefit all of our residents. [Very nice](#)

As to the draft ILA, while no formal vote was taken, the consensus of the Board was that the County must protect its ability to satisfy the statutory obligations imposed upon it as a regional government. Further, the consensus of the Board was that there should not be any agreement in which the County cedes any of its authority regarding issues relating to solid waste disposal capacity and facilities.

[Policy Issue](#)

As was stated by Commissioner Furr and several other members of the Board during the meeting, the language of the draft ILA that currently grants municipalities the collective ability to override the County's vote needs to be removed. These provisions should be returned to the earlier version of the ILA that required approvals by a supermajority of the municipalities plus the County in order to adopt amendments to the ILA or Master Plan. In short, all language constituting the municipal "override" should be removed. [Policy Issue](#)

In addition, language should be added (perhaps to Section 3.3.2) giving the County the same right to withdraw from the ILA that is granted to every other party. [Policy Issue](#)

There are certainly other provisions of the ILA that will need to be addressed in light of our Board's feedback. This letter merely points out the items we believe should be addressed first. We may submit further comment after we have seen the feedback on the ILA from the municipalities.

Hallandale Beach Comments:

After reviewing the proposed ILA, we seek a modification to the process for the approval of a veto, which currently the proposed ILA provides only a vote of 6 County Commissioners rather than an 8/9 vote to override a decision. Our additional concerns mirror the viewpoints expressed by the other municipalities, such as:

1. The commitment of a 40 year term and potential early withdrawal penalties.
2. Any penalty associated with joining the Authority after the completion or adoption of the Master Plan.
3. The cost per tonnage for disposal in comparison with our current rate and the method for the annual escalation.
4. The manner in which recovered materials will be defined and managed [Policy Issue](#)

Lauderdale-By-The-Sea Comments:

The Town opposes County veto power for the Authority [Policy Issue](#)

The Town supports funding for the Authority with 50% County funding and the remaining funding being allocated to Broward municipalities based on population. [Policy Issue](#)

Pembroke Pines Comments:

Sections 3.3 and 7

1. Master Plan and Facilities Amendment should be part of the ILA from the start
 - a. Master Plan of Operations (3.3 and Article 7): The ILA is structured such that, within eighteen (18) months of the effective date of the ILA, if a Master Plan of Operations (“Master Plan”) is not approved, the ILA terminates. The Master Plan will describe the Authority’s operations in detail and provide a comprehensive planning framework and include strategic directions regarding managing solid waste and recycled materials. It will set forth the specific operational and management plans for the Authority, as listed in the ILA.
 - b. The Facilities Amendment must be approved by the Authority’s Governing Board, after which time the municipalities will have ninety (90) days to adopt a resolution approving the Facilities Amendment. Failure to adopt a resolution shall be deemed withdrawal from the ILA. The Facilities Amendment is being required by the County to provide for how operations and facilities may be transferred or used by the County when certain facilities are not used by the Authority or when the Authority no longer provides services.
 - c. The City Administration believes that the Master Plan and Facilities Amendment should be part of the Interlocal Agreement from the start.
 - d. The adoption of an ILA with so many unknowns regarding the Master Plan and Facilities Agreement, and how they will evolve, could cause the County and municipalities to back out later if they do not agree with the outcome of those important matters. This could result in having to start the process over.
 - e. Instead, the Master Plan and the requirements of the Facilities Amendment should be developed prior to the adoption of the ILA, and be part of and incorporated into the ILA prior to execution by the parties.
 - a. The County and municipalities were able to come to consensus on hiring and paying for the initial consultant that provided the 2019 Report, so they should be able to do so to retain the necessary professionals to work with the SWWG to complete the Master Plan and the terms required for the Facilities Amendment over the next eighteen (18) months.
 - b. The BLOC (or similar organization such as the Broward County City and County Managers Association (BCCMA)) could be a resource for facilitating the cooperative funding and selection of the consultants. Policy Issue

Section 7.1.2

2. ILA should address mechanism for amending the Master Plan, not adopting it.

Section 7.1.2 of the ILA addresses the procedures to Adopt and Amend the Master Plan. Since the City Administration believes that the Master Plan should be part of and incorporated into the Interlocal Agreement prior to adoption by the parties, the Agreement should be revised to provide the mechanism for only amending it, not adopting the initial Master Plan. The Facilities Amendment must be approved by the Authority’s Governing Board, after which time the municipalities will have ninety (90) days to adopt a resolution approving the Facilities Amendment. Failure to adopt a resolution shall be deemed withdrawal from the ILA. Policy Issue
3. Threshold to extend the ILA past initial term. Increase from 50% approval to extend the ILA past initial 40 year term.

- a. The ILA does not become effective unless executed by municipalities representing seventy-five percent (75%) of the population of Broward County and the County.
- b. The initial term of the Interlocal Agreement is Forty (40) years from the effective date, which can be extended by votes representing 50% of the municipal tonnage contributed to the system and approval by the County.
- c. For the extension of the Interlocal Agreement after the initial forty (40) year term, the threshold of 50% approval is too low; the threshold to extend the Interlocal Agreement should be significantly higher, i.e. 80%. Policy Issue

Section 5.4

4. Information Needed regarding the amount and length of on-going contributions
 - a. The Interlocal Agreement provides for members to contribute towards funding the Authority until such time as the Authority can fund itself. The contributions would be pro-rated based upon population, with an annual total cap currently approximated at \$2,000,000.00 per year.
 - b. The City's Administration would like to know how the amount be determined and for how many years will the members be contributing. This information should be known prior to executing the ILA. Not document issue

Section 6

5. Governance Structure should be revised along with term lengths.
 - a. Governing Board: Each party must appoint 1 of its elected officials to serve.
 - b. Executive Committee: 11 members of the Governing Board with a 2-year term:
 - i. 1 County representative and 10 municipal representatives.
 - ii. 5 members from the largest 1/3 of municipalities by population;
 - iii. 3 members representing the middle third of municipalities by population;
 - iv. 2 representing the smallest third of municipalities by population.
 - c. Executive Director: Employee of the Authority, cannot:
 - i. Be employed by any party to the agreement,
 - ii. serve on the elected body of any party or
 - iii. lobby on behalf of any party.
 - d. Technical Advisory Committee ("TAC"): Representatives, appointed by each party to the ILA, should have certain technical or professional knowledge and/or experience to provide technical advice, guidance recommendations, and counsel to the Governing Board, Executive Committee and/or Executive Director.
 - e. The governance structure seems cumbersome, particularly the size of the Executive Committee.
 - f. The make-up of the Executive Committee from the larger membership of the Governing Board could create conflicts.
 - g. City Administration believes the Executive Committee should be comprised of City Managers selected by the Governing Board.
 - h. Terms should be longer than two (2) years to preserve consistency and historical knowledge on the Committee. Policy Issue

Section 6.8

6. Clarification on the \$2,000,000 threshold determination for Major Decisions. How were the \$2,000,000.00 thresholds determined? The Master Plan could develop the means to identify possible additional major decisions, and could provide a basis for setting dollar thresholds for those decisions in the Interlocal Agreement.
 - a. The Interlocal Agreement provides for how certain “major decisions” will need to be undertaken. Action on these matters requires a two-thirds (2/3) vote of the Governing Board and must include at least two-thirds (2/3) of the tonnage.
 - b. Distribution of cash or property in excess of \$2,000,000 to a party, either in whole or in aggregate related to a single matter within one (1) year.
 - c. Sale, distribution or transfer of real property with a value of more than \$2,000,000.
 - d. Issuance of bonds or approval of a bank loan with a value of more than \$2,000,000.
 - e. Recommendation to remove the Executive Director, subject to the recommendation of the Executive Committee.
 - f. Approval of special assessments.
 - g. Initiation or settlement of legal action with an estimated value of more than \$2,000,000.
 - h. Assignment by the Authority of its rights and obligations under the ILA.
 - i. How were the \$2,000,000.00 thresholds determined? The Master Plan could develop the means to identify possible additional major decisions, and could provide a basis for setting dollar thresholds for those decisions in the Interlocal Agreement. *Policy Issue*

Section 8.1.12

7. Details regarding the Issuance of Debt and borrowing by the Authority. The Interlocal Agreement needs to provide for more details on the issuance of debt and borrowing by the Authority.
 - a. Powers of the Authority: The Authority will have the power and duty to establish, operate, and maintain the system, including:
 - i. Develop, adopt and implement a Master Plan to provide for the ultimate disposal of solid waste, recycling and waste reduction.
 - ii. Develop a budget sufficient for operation.
 - iii. Establish rates, fees, revenue sources, special assessment and tipping fees to fund the system operations.
 - iv. **Issue bonds or other instruments related to short- or long-term indebtedness.**
 - v. Sue and be sued.
 - vi. Enter into contractual agreements. *To be part of Master Plan*

Submissions From:

1. Broward County
2. Coconut Creek
3. Coral Springs
4. Dania Beach
5. Davie
6. Deerfield Beach

7. Fort Lauderdale
8. Hallandale Beach
9. Hollywood
10. Lauderdale By the Sea
11. Lauderdale Lakes
12. Lauderhill
13. Margate
14. Oakland Park
15. Parkland
16. Pembroke Park
17. Pembroke Pines
18. Plantation
19. Southwest Ranches
20. Sunrise
21. Tamarac
22. Weston
23. Wilton Manors