

Proposed Motion

Reverting the ILA language regarding “municipal override” and “County veto override” to earlier language and addressing County contribution towards costs associated with development of the Master Plan (proposed reversion of language is reflected by strikethroughs).

Proposed Language:

Section 3.3.3. Facilities Amendment; Required Contents.

...

Notwithstanding anything in this Agreement to the contrary, including, without limitation, 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; ~~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 at least six County Commissioners voting in favor of the veto.~~

Section 4.2. Extension Terms.

...

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 number of municipal parties necessary to extend this Agreement. Notwithstanding the foregoing, no Extension Term may be exercised 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 by all municipal parties but not the County, the Extension Term will be deemed approved, subject to a veto by the County, which veto shall require at least six County Commissioners voting in favor of the veto.~~

7.1.2. Procedure to Adopt and Amend Master Plan.

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 two-thirds (2/3) of the total population of the Municipal Parties, and (b) County’s representative to the Governing Board; ~~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 at least six County Commissioners voting in favor of the veto.~~ 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: . . .

8.1. The Authority has the following general powers, which are granted to the Governing Board unless otherwise expressly provided for in this Agreement:

...

8.1.8. To the extent permissible under applicable law and provided it does not interfere with County's ability to fulfill its statutory obligations, including under Section 403.706(1), Florida Statutes, the Authority will have the power to provide Authority Solid Waste disposal for Authority Solid Waste generated in the Parties' jurisdictions. The Authority is not granted the power to own or operate a "solid waste disposal facility," as that term is defined in Section 403.703, Florida Statutes (2022), or sell or otherwise transfer an interest in such a facility, unless an amendment to this Agreement, granting such power to the Authority and setting forth the limits and extent of such power, is entered into by the elected bodies of: (a) Municipal Parties representing at least two-thirds (2/3) of the total population of the Municipal Parties, and (b) County; ~~provided, however, if the amendment is approved by all municipal parties but not the County, the amendment will be deemed approved, subject to a veto by the County, which veto shall require at least six County Commissioners voting in favor of the veto.~~

Proposed Language for County Contribution to Master Plan Costs:

Current Language:

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, 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.

Proposed Language:

5.4. Ongoing Contributions of Parties Prior to Special Assessment. Until the Authority is able to fund its budget through special assessments or other methods, each Party must financially contribute towards the costs of operations of the Authority as stated in this section. 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.

5.4.1. Consultant Expenses. County will be responsible for payment to the Authority for fifty percent (50%) of the costs of professional/technical consultants retained by the Authority for the development of the Master Plan, with the remaining fifty percent (50%) of such costs paid by the Participating Municipalities, on a pro rata basis, based on population.

5.4.2. Other Authority Expenses. Other than the division of expenses set forth in Section 5.4.1, each Party will jointly fund all other Authority expenses ~~must contribute funding~~ on a pro rata basis, based on population, ~~to pay the Authority's expenses.~~