

**Second Amendment to September 1, 2012, Interlocal Agreement for
Solid Waste Disposal Support Services
for Participating Community joining after July 3, 2023**

This Second Amendment (the “Second Amendment”) to the Interlocal Agreement between Broward County and Participating Communities for Solid Waste Disposal Support Services, dated September 1, 2012, is executed by and between Broward County, a political subdivision of the state of Florida (“County”), and _____, a municipal corporation (“Participating Community”). County and Participating Community are sometimes each individually referred to as a “Party” and collectively as the “Parties”.

RECITALS

A. In June 2012, County entered into an agreement with Wheelabrator Environmental Systems Inc., a Delaware corporation (“Wheelabrator”), to provide for the disposal of solid waste generated within Broward County (“Original Disposal Agreement”). Subsequently, County and Wheelabrator have entered into two (2) amendments (the Original Disposal Agreement and its amendments, including the Global Amendment, and any amendment entered into after this Second Amendment, are collectively referred to as the “Solid Waste Disposal Agreement”).

B. County and other Broward County municipalities entered into an interlocal agreement for solid waste disposal support services, dated September 1, 2012 (“Original Interlocal Agreement”), so that Broward County municipalities might benefit from the disposal capacity provided through the Solid Waste Disposal Agreement. The Original Interlocal Agreement was amended with a first amendment (“First Amendment”), wherein each Participating Community selected Wheelabrator to provide waste disposal services (the Original Interlocal Agreement and First Amendment are collectively referred to as the “Interlocal Agreement”).

C. The Solid Waste Disposal Agreement and the Interlocal Agreement each expire on July 2, 2028, unless extended.

D. Participating Community has executed the Original Interlocal Agreement contemporaneously with this Second Amendment, selected Wheelabrator to provide waste disposal services thereunder, and by executing this Second Amendment has become a party to the Interlocal Agreement through July 2, 2028, without the need to execute the First Amendment.

E. Participating Community hereby acknowledges and agrees that: (i) County made such disposal capacity available to Participating Community at the same time as the other Broward County municipalities which entered into the Interlocal Agreement; and (ii) in doing so, County has fulfilled its obligations under Section 403.706(1), Florida Statutes.

F. The Parties wish to work cooperatively, diligently, and in good faith with one another to find regional, cost-effective, and environmentally sustainable solutions to dispose of solid waste. The Parties desire to further that goal by entering into this Second Amendment.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and Participating Community hereby agree as follows:

1. The above Recitals are true and correct and are incorporated herein as if set forth in full hereunder. All capitalized terms not expressly defined within this Second Amendment shall retain the meaning ascribed to such terms in the Solid Waste Disposal Agreement or the Interlocal Agreement, as applicable.

2. The Interlocal Agreement is hereby renewed through July 2, 2028 (the “Renewal Period”).

3. During the full term of the Renewal Period, Participating Community shall collect, transport, deliver, and deposit all Contracted Processable Waste within its boundaries to/at the appropriate receiving facility of Wheelabrator in accordance with the Solid Waste Disposal Agreement.

4. In addition to committing the Contracted Processable Waste referenced in paragraph 3 above, Participating Community may communicate its non-binding intent to collect, transport, deliver, and deposit all the following waste (as indicated by checking “Yes” below) within its boundaries to/at the appropriate receiving facility of Wheelabrator in accordance with the Solid Waste Disposal Agreement, except for waste or recycling material that is transported outside of the state of Florida.

Yard Waste

- Yes
- No

Bulk Trash

- Yes
- No

Construction and Demolition Debris

- Yes
- No

5. Participating Community hereby agrees to be responsible for the full payment of the Disposal Services Fee and all additional costs, including, without limitation, any additional County or other Broward County municipalities’ transportation costs incurred because of Participating Community’s execution of the Interlocal Agreement after July 3, 2023 (“Post-2023 Participant Disposal Services Fee”). Participating Community acknowledges that the Post-2023 Participant Disposal Services Fee will result in a higher fee and transportation cost than those paid by other parties to the Interlocal Agreement for the disposal of Contracted Processable Waste and other wastes referenced in paragraphs 3 and 4, above, and agrees to pay the Post-2023 Participant Disposal Services Fee in the same manner as the Disposal Services Fee for the duration of the Renewal Period.

6. Participating Community hereby acknowledges that the transportation portion of the Post-

2023 Participant Disposal Services Fee referenced in paragraph 5, above, is estimated to be approximately _____ per year at the time of execution but may be higher or lower for each remaining year of the Renewal Period.

7. The estimated Post-2023 Participant Disposal Services Fee is based upon Participating Community information regarding the composition and volume of Participating Community's Residential Waste and Commercial Waste. Participating Community hereby acknowledges and agrees that, if the composition or volume of such waste changes and such changes result in additional costs to other parties to the Interlocal Agreement, County shall have the right to increase the Post-2023 Participant Disposal Services Fee to account for such additional costs.

8. Pursuant to Article 8(B) of the Solid Waste Disposal Agreement, County must provide notice to Wheelabrator not less than eighteen (18) months prior to the expiration of the Renewal Period if it intends on exercising an additional renewal term, which would commence July 3, 2028 ("Additional Renewal Period"). If Participating Community does not intend to extend the Interlocal Agreement for the Additional Renewal Period, it must give written notice to County at least twenty-one (21) months prior to the expiration of the Renewal Period. Unless such written notice is timely sent to County, Participating Community shall be deemed to have renewed this Interlocal Agreement through July 3, 2033, and Participating Community acknowledges that County will rely on Participating Community renewing the Interlocal Agreement in making its decision on whether to extend the Solid Waste Disposal Agreement for the Additional Renewal Period.

9. Participating Community hereby authorizes County to provide an executed copy hereof to Wheelabrator to evidence Participating Community's commitment for the entirety of the Renewal Period and for the Additional Renewal Period, if applicable pursuant to paragraph 8 above.

10. Participating Community understands that the services to which it is obligating itself by executing this Second Amendment, and that the terms and conditions under which those services will be provided, are those specified in the Solid Waste Disposal Agreement.

11. Preparation of the Second Amendment has been a joint effort of County and Participating Community, and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than any other.

12. In the event of any conflict or ambiguity between this Second Amendment and the Interlocal Agreement, the Parties agree that this Second Amendment shall control regarding the matters set forth herein. The Interlocal Agreement, as amended by this Second Amendment, incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein, and the Parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Second Amendment that are not contained in the Interlocal Agreement as previously amended or as amended by this Second Amendment. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

13. This Second Amendment shall become effective on the date of complete execution by the

Parties. County shall not be liable to Participating Community, or any third party, for the action, inaction, or breach of a contractual obligation by Wheelabrator, including but not limited to any refusal by Wheelabrator to renew or extend the Solid Waste Disposal Agreement.

14. This Second Amendment may be fully executed in multiple copies by the parties, which together shall have the force and effect of an original document.

[Signatures Begin on the Next Page]

IN WITNESS WHEREOF, the Parties hereto have made and executed this Second Amendment: Broward County, through its County Administrator, authorized to execute same by Board of County Commissioners action on the ___ day of _____, 20____, and Participating Community, signing by and through its _____, duly authorized to execute same.

COUNTY

BROWARD COUNTY, by and through its County Administrator

By: _____
County Administrator

___ day of _____, 20__

Approved as to form by
Andrew J. Meyers
Broward County Attorney
115 South Andrews Avenue, Suite 423
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600

By _____
Matthew Haber (Date)
Assistant County Attorney

By _____
Oren Rosenthal (Date)
Senior Assistant County Attorney

MH/tb
2nd Amendment to 2012 Solid Waste
ILA_CAO[mh][or][am]approved 9-20-24
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Solid Waste Disposal Support Services
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PARTICIPATING COMMUNITY

CITY OF _____

ATTEST:

By: _____
CITY MAYOR

CITY CLERK

Print Name
____ day of _____, 20__

I HEREBY CERTIFY that I have approved this Agreement as to form and legal sufficiency subject to execution by the parties:

City Attorney