

AGREEMENT  
between  
THE RESOURCE RECOVERY BOARD  
and  
THE CITY OF FORT LAUDERDALE, FLORIDA  
for  
FINANCIAL AUDIT

This is an Agreement between THE RESOURCE RECOVERY BOARD, the governing body of THE BROWARD SOLID WASTE DISPOSAL DISTRICT (“District”), hereinafter referred to as “RRB” and the CITY OF FORT LAUDERDALE, a municipal corporation of the State of Florida, hereinafter referred to as “CITY.”

WITNESSETH:

WHEREAS, in 1987, 26 contract communities, along with unincorporated Broward County, entered into an Interlocal Agreement (“ILA”) to establish a Resource Recovery System (“System”) including two waste to energy plants, providing a long term alternative to conventional land-filling; and

WHEREAS, to provide governance for the System, the ILA also provided for the creation of the Broward Solid Waste Disposal District (“District”), which is a special dependent district of Broward County; and

WHEREAS, during the term of the ILA, the contract communities have participated in and financially supported the acquisition, development and expansion of additional programs, real property investments, and infrastructure improvements; and

WHEREAS, in addition, the System has made partial distributions of financial reserves to the Contract Communities during the ILA term, pursuant to the ILA and its Amendments; and

WHEREAS, the RRB is charged pursuant to section 15.2 of the above described Interlocal Agreement with distribution of assets of the District at the termination of the District; and

WHEREAS, the District has determined it wishes to receive an audit of all assets and liabilities which are a part of the Resource Recovery System and the manner in which same have been acquired.

IN CONSIDERATION of the mutual terms, condition, promises, covenants and payments hereinafter set forth, RRB and City agree as follows:

1. City agrees to provide auditing services as described in Exhibit A attached hereto.
2. Billing for the services provided in Exhibit A shall be at the rate provided in Exhibit B attached hereto.
3. All invoices shall be remitted and approved by Ron Greenstein, Executive Director of the RRB care of Broward County Solid Waste and Recycling Services, 1 North University Drive, Suite 400, Plantation, FL 33324.
4. The term of this Agreement shall commence on the date it is fully executed by both parties and shall end on June 1, 2013
5. Nothing herein is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of this Agreement or any other contract. Parties are state agencies or political subdivisions as defined in Chapter 768.28, Florida Statutes, and agree to be fully responsible for the acts and omissions of its respective agents or employees to the extent permitted by law.
6. Neither this Agreement nor any interest herein shall be assigned, transferred, or encumbered without the prior written consent of the other party. For the RRB, such written consent may be given by the RRB through the RRB Executive Director.
7. RRB AND CITY agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof.
8. RRB's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.
9. By entering into this Agreement, CITY and RRB hereby expressly waive any rights either party may have to a trial by jury of any civil litigation related to this Agreement.

10. The parties acknowledge that they have sought and received whatever competent advice and counsel necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.
11. CITY shall comply with all federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations related to this Agreement. Any claim, objection or dispute arising out of this Agreement shall be litigated in the Seventeenth Judicial Circuit in and for Broward County, Florida.
12. Each individual executing this Agreement on behalf of any entity does hereby represent and warrant that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party.
13. Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or sent by commercial express carrier with acknowledgement of delivery, or by hand delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section.  
For the present, the parties designate the following:

Resource Recovery Board:

Executive Director, Resource Recovery Board  
Broward Solid Waste Disposal District  
C/O Broward County Solid Waste and Recycling Services  
1 North University Drive, Suite 400  
Plantation, FL 33324

City of Fort Lauderdale:

City of Fort Lauderdale  
Attn: Lee Feldman, City Manager  
100 N Andrews Avenue  
Fort Lauderdale, FL 33301

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement: Resource Recovery Board signing by and through the Executive Director, authorized to execute same.

By action approved by the **Resource Recovery Board** and the **City of Fort Lauderdale, Florida** signing by and through its representative, duly authorized to execute same.

**RESOURCE RECOVERY BOARD**

WITNESSES:

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
RRB Executive Director

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Print name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_ day of \_\_\_\_\_, 2013

\_\_\_\_\_  
(Print Name)

**CITY OF FORT LAUDERDALE, FLORIDA**

WITNESSES:

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Print name and title)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_ day of \_\_\_\_\_, 2013

\_\_\_\_\_  
(Print Name)

ATTEST:

\_\_\_\_\_

## EXHIBIT A

### AUDIT TO DETERMINE EQUITABLE DISTRIBUTION OF ASSETS AND LIABILITIES BASED ON SECTION 15.2 OF THE INTERLOCAL AGREEMENT FOR SOLID WASTE BETWEEN BROWARD COUNTY AND CONTRACT COMMUNITIES

#### BACKGROUND

In 1987, 26 contract communities, along with unincorporated Broward County, entered into an Interlocal Agreement (“ILA”) to establish a Resource Recovery System (“System”) including two waste to energy plants, providing a long term alternative to conventional land-filling. To provide governance for the System, the ILA also provided for the creation of the Broward Solid Waste Disposal District (“District”), which is a special dependent district of Broward County. During the term of the ILA, the contract communities have participated in and financially supported the acquisition, development and expansion of additional programs, real property investments, and infrastructure improvements. In addition, the System has made partial distributions of financial reserves to the Contract Communities during the ILA term, pursuant to the ILA and its Amendments.

#### Source Documents and History

Key documents including, but not limited to, the Interlocal Agreement and approved amendments to the ILA, list of Member Communities, and other historical documents are available electronically at <http://www.broward.org/WasteAndRecycling/ResourceRecovery/Pages/documents.aspx>.

#### A. Regarding the Assets of the System:

1. List and enumerate the solid waste assets in joint use by the Contract Communities.
2. Identify all assets which have been funded or purchased with District funds, County funds, grants, swaps, trades, gifts or any other source of funding.
3. Determine the expenditures from the District revenues that would have been used for the acquisition and improvement of the assets.
4. Determine which assets have remaining life and for how long and calculate a credit that would be due to the Contract Communities for their future non-use of these assets, based in part upon the funded status of the assets. Also if the asset is not paid in full, determine the financial responsibility of the remaining life of the asset.
5. Determine the appropriate set aside of funds from District reserves for closure of the landfill and ash monofill, if any, recognizing that landfill closure costs have been paid annually on a pay-as-you-go basis. Prorate the amount of any liability back to the Contract Communities and evaluate the appropriateness of pay-as-you-go funding for landfill closure costs going forward and for all assets requiring perpetual maintenance.

6. Calculate the gross and net distribution of funds to the Contract Communities based upon their relative contributions to the System in terms of tipping fees paid and/or tonnage delivered to the resource recovery facilities.

The ILA expires July 3, 2013. Section 15.2 reads as follows:

15.2 Resource Recovery Board shall provide for the equitable distribution of the Broward Solid Waste Disposal District's assets and liabilities to the Contract Communities, unincorporated County, and County at the end of the term of this agreement. The Resource Recovery Board shall consider any perpetual maintenance responsibilities of the County in making such distributions.

The Resource Recovery Board has recommended to the County Commission that an Independent Audit be conducted to provide a financial opinion as to the dollar value of each asset, which is intended to provide clarity to this section of the Agreement.

The outcome of the Audit is to provide a fair and impartial independent technical report for the financial close out of the ILA.

**B. Regarding the Liabilities of the System**

1. List and enumerate the current and future liabilities, inclusive of long term closure costs, if any, of the solid waste system resulting from use by the District. Similarly allocate liabilities to the County or other users of the solid waste system.
2. Determine the perpetual maintenance responsibilities of the assets as a result of the 25 years of use by the contract communities, relative to maintenance funding already paid by the District.
3. Calculate the District's obligation for the liabilities, if any, and allocate such liabilities to each Contract Community in the same manner as for item A.6, above (for those liabilities deemed to be distinct from Broward County's liabilities at large).

**C. Identify an appropriate proration and net amount due to each Contract Community following analysis of asset and liability "share."**

**D. Deliverables**

1. Provide regular status reports to the Project Manager as directed, but not less than monthly.
2. Provide a draft report to the Project Manager within 90 days after Notice to Proceed. Address comments within 10 work days of receipt.
3. Present the draft report at a meeting of the RRB for additional input and comments.
4. Prepare a final report within 10 working days of the presentation.

**E. Stakeholder participation and process**

1. May conduct investigative interviews with members of the County staff and Contract Communities staff pertaining to audit documents.

**F. City Responsibilities**

1. All services shall be provided by the City of Fort Lauderdale City Auditor.
  2. All reports must be approved and signed by a City of Fort Lauderdale City Auditor.
  3. Provide Project management for all activities associated with the project.
  4. Comply with all laws, State policies, procedures, and guidelines regarding the preparation and completion of the audit. Perform the work in accordance with Generally Accepted Governmental Auditing Standards.
  5. Provide all necessary labor and office space, equipment (including information technology), materials and supplies to perform the work and fulfill the contract requirements.
1. The City will communicate to the District's Project Manager any logistical problems, identifying proposed solutions.

**EXHIBIT B**

Hourly Rates

CITY AUDITOR	\$132.40
AUDIT MANAGER	\$75.51
AUDITOR II	\$55.34
AUDITOR I	\$35.67