

RESOLUTION NO. 26-

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT LAUDERDALE, FLORIDA, APPROVING THE SECOND AMENDMENT TO THE INTERLOCAL AGREEMENT FOR SOLID WASTE DISPOSAL AND RECYCLABLE MATERIALS PROCESSING AUTHORITY OF BROWARD COUNTY, FLORIDA; AUTHORIZING THE CITY MANAGER TO EXECUTE THE SECOND AMENDMENT TO THE INTERLOCAL AGREEMENT; PROVIDING FOR CONFLICTS, PROVIDING FOR SEVERABILITY, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Fort Lauderdale has previously entered into the Interlocal Agreement for Solid Waste Disposal and Recyclable Materials Processing Authority of Broward County, Florida (the "ILA") among Broward County, Florida (the "County") and twenty-eight (28) municipalities in Broward County (each, individually, a "Municipal Party" and collectively, the "Municipal Parties") (collectively with the County, the "Parties," and each individually a "Party") effective as of August 16, 2023 ("ILA Effective Date"), that created the Solid Waste Disposal and Recyclable Materials Processing Authority of Broward County (the "Authority"); and

WHEREAS, in order for the Authority to continue in existence, the ILA requires the adoption of a First Amendment to the ILA (the "Facilities Amendment") within thirty-six (36) months of the ILA Effective Date as part of the Formation Conditions of the Authority, all as defined in the ILA; and

WHEREAS, as part of the Formation Conditions, each Municipal Party's elected body has one hundred twenty (120) days to adopt and deliver to the Authority a resolution approving the Facilities Amendment; and

WHEREAS, in order 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) the County by August 15, 2026; and

WHEREAS, the City Commission of the City of Fort Lauderdale has approved the Facilities Amendment; and

WHEREAS, the Executive Committee and Governing Board have each unanimously also recommended this further amendment to the ILA, to be effective after the Facilities Amendment is effective, that would provide for two separate options for Parties to withdraw from the ILA, the first option to be exercised by the governing body of the Party adopting

a resolution approving the withdrawal of such Party from the ILA and it is delivered to the Authority within 45 days after the Executive Committee recommends the award of contracts resulting from the RFP process for yard trash processing, recyclable material processing and municipal solid waste disposal, which recommendations shall be made no earlier than October 1, 2027, and no later than November 15, 2027, (which dates may be extended by majority vote of the Governing Board) and a second option for Parties to withdraw on the date that is twenty-five (25) years after the Effective Date (August 16, 2048), provided that such withdrawing Party's governing body adopts a resolution approving the withdrawal of such Party from the ILA and it is delivered to the Authority prior to August 16, 2047; and

WHEREAS, those Parties, including the County, that timely deliver to the Authority a resolution adopted by its elected body approving the Facilities Amendment are hereinafter referred to as the "Remaining Parties," and

WHEREAS, the ILA provides in Section 16.1.3. that any amendment to the ILA that substantively modifies any of the provisions, or that concerns any of the subjects listed in such section, will not be effective unless approved by every Party's elected body; and

WHEREAS, Section 16.1.3.2 lists Article 4 (Duration) as one of the provisions that require approval of every Party to the ILA; and

WHEREAS, the Parties intend for the Second Amendment to be effective after the Facilities Amendment is effective and thus requires approval by the elected bodies of all of the Remaining Parties, including the County; and

WHEREAS, the City Commission of the City of Fort Lauderdale, Florida deems it to be in the best interest of the City of Fort Lauderdale to support providing two separate options for Parties to withdraw from the ILA, that would provide for two separate options for Parties to withdraw from the ILA, the first option to be exercised by the governing body of the Party by adopting a resolution approving the withdrawal of such Party from the ILA and it is delivered to the Authority within 45 days after the Executive Committee recommends the award of contracts resulting from the RFP process for yard trash processing, recyclable material processing and municipal solid waste disposal, which recommendations shall be made no earlier than October 1, 2027 and no later than November 15, 2027, (which dates may be extended by majority vote of the Governing Board) and a second option for Parties to withdraw on the date that is twenty-five (25) years after the Effective Date (August 16, 2048), provided that such withdrawing Party's governing body adopts a resolution approving the withdrawal of such Party from the ILA and it is delivered to the Authority prior to August 16, 2047.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF FORT LAUDERDALE, FLORIDA:

SECTION 1. The foregoing “WHEREAS” clauses are hereby ratified and confirmed as being true and correct and are incorporated herein by this reference.

SECTION 2. The City Commission of the City of Fort Lauderdale, Florida, hereby approves this Second Amendment attached hereto as Exhibit “A.”

SECTION 3. The City Manager is hereby authorized to execute the Second Amendment.

SECTION 4. The City Manager is hereby authorized to further execute a revised version of the Second Amendment, if requested by the Authority, so long as the revised Second Amendment is substantively the same as Exhibit “A” and includes only non-substantive changes that are acceptable and approved as to form by the City Attorney.

SECTION 5. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 6. If any clause, section, or other part of this Resolution shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part shall be considered as eliminated and in no way affecting the validity of the other provisions of this Resolution.

SECTION 7. This Resolution shall be in full force and effect upon final passage and adoption.

ADOPTED this ____ day of _____, 2026.

Mayor
DEAN J. TRANTALIS

ATTEST:

City Clerk
DAVID R. SOLOMAN

APPROVED AS TO FORM
AND CORRECTNESS:

City Attorney
SHARI L. McCARTNEY

Dean J. Trantalis _____

John C. Herbst _____

Steven Glassman _____

Pamela Beasley-Pittman _____

Ben Sorensen _____

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

This Second Amendment (“Second Amendment”) to the Interlocal Agreement for Solid Waste Disposal and Recyclable Materials Processing Authority of Broward County, Florida (“ILA”) is entered into by and among Broward County, a political subdivision of the State of Florida (“County”), and the municipalities in Broward County that formally approve this Amendment pursuant to the ILA’s terms and return an executed signature page (each, individually, a “Municipal Party” and collectively, the “Municipal Parties”) (collectively, the “Parties” and each individually a “Party”).

RECITALS

A. The Parties entered into the Interlocal Agreement for Solid Waste Disposal and Recyclable Materials Processing Authority of Broward County, Florida (“ILA”) to form an independent entity known as the Solid Waste Disposal and Recyclable Materials Processing Authority of Broward County, Florida (“Authority”), which is charged with coordinating regional solid waste disposal and recycling programs pursuant to Sections 163.01, 403.706(11), (12), (15), and (19), and 403.713, Florida Statutes.

B. The ILA became effective on August 16, 2023 (“ILA Effective Date”). It requires the adoption of a Facilities Amendment within thirty-six (36) months of the ILA Effective Date as part of the Formation Conditions. A Facilities Amendment, as defined in Section 3.3 of the ILA (“Facilities Amendment”), is currently being considered by the Parties pursuant to that requirement.

C. Section 3.3 of the ILA provides that, to be effective, a Facilities Amendment must be approved by the Broward County Board of County Commissioners and by the governing bodies of municipalities representing at least eighty percent (80%) of the total population of the Municipal Parties to the ILA. Any Municipal Party that fails to deliver to the Authority a resolution adopted by its elected body approving the Facilities Amendment by August 15, 2026, will be deemed to have withdrawn from the Authority and ILA.

D. The Parties have requested a further amendment to the ILA, to be effective after the Facilities Amendment is effective, that will provide for two options to withdraw from the ILA, one within 45 days after the Executive Committee recommends the award of contracts resulting from the RFP process for yard trash processing, recyclable material processing and municipal solid waste disposal, and the other on August 16, 2048.

E. Those Parties, including the County, that timely deliver to the Authority a resolution adopted by its elected body approving the Facilities Amendment are hereinafter referred to as the “Remaining Parties.”

F. The ILA provides in Section 16.1.3., that any amendment to the ILA that substantively modifies any of the provisions, or that concerns any of the subjects listed in such section, will not be

effective unless approved by every Party's elected body. Section 16.1.3.2 lists Article 4 (Duration) as one of the provisions that require approval of every Party to the ILA.

G. The Parties intend for this Second Amendment to be effective after the Facilities Amendment is effective, and thus requires approval by the elected bodies of all of the Remaining Parties, including the County.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. The above Recitals are true and correct and are incorporated herein by reference. All capitalized terms not expressly defined within this Second Amendment shall retain the meaning ascribed to such terms in the ILA.
2. Section 4.1 of the ILA entitled "Effective Date and Initial Term" is hereby amended as follows (with such deletions set as ~~strike-throughs~~ and such additions set as underlines):

4.1. Effective Date and Initial Term. This Agreement will be effective on the first business day after it has been executed by: (a) Municipal Parties representing at least seventy-five percent (75%) of the population of Broward County; and (b) County ("Effective Date"). 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, and except as otherwise provided in this Section 4.1, no Party may terminate or otherwise withdraw from this Agreement during the Initial Term.

4.1.1. Notwithstanding anything to the contrary contained herein, any Municipal Party and the County (solely as to obligations relating to System Waste generated within the unincorporated areas within Broward County, but not with regard to its other rights and obligations under this Agreement and the Facilities Amendment) may withdraw from this Agreement if that governing body adopts a resolution approving the withdrawal of such Party from the Agreement and it is delivered to the Authority within 45 days after the Executive Committee recommends the award of contracts resulting from the RFP process for yard trash processing, recyclable material processing and municipal solid waste disposal, which recommendations shall be made no earlier than October 1, 2027 and no later than November 15, 2027 (which dates may be extended by majority vote of the Governing Board).

4.1.2. Notwithstanding anything to the contrary contained herein, any Municipal Party and the County (solely as to obligations relating to System Waste generated within the unincorporated areas within Broward County, but not with regard to its other rights and obligations under this Agreement and the Facilities Amendment) may withdraw from this Agreement on the date that is twenty-five (25) years after the Effective Date (August 16, 2048), provided that such withdrawing Party's governing body adopts a resolution approving the withdrawal of such Party from the Agreement and it is delivered to the Authority prior to August 16, 2047.

4.1.3. Except for provisions that survive expiration or termination of this Agreement (and with regard to the County’s rights and obligations under this Agreement and the Facilities Amendment other than with regard to commitment of System Waste generated within the unincorporated areas of Broward County, all of which rights and obligations survive County withdrawal from this Agreement), a Party that withdraws from this Agreement pursuant to Section 4.1.1 or 4.1.2 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 the 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 Municipal Parties representing more than 20% of the total population of all of the Municipal Parties withdraw, and the Governing Board determines, by majority vote, that the Authority should no longer continue in existence, then this Agreement will terminate on a date set by the Governing Board and the provisions of Article 21 relating to Wind Down of Authority will be followed.

3. All other provisions of the ILA, as amended by the Facilities Amendment, remain in full force and effect.

4. **Second Amendment Effective Date; Counterparts and Multiple Originals.** This Second Amendment will be deemed effective on the later of August 17, 2026, or the first business day after it has been executed and delivered to the Authority by all of the Remaining Parties as of August 16, 2026, including the County (“Second Amendment Effective Date”). This Second Amendment may be executed in multiple originals, and may be executed in counterparts, whether signed physically or electronically, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Second Amendment on the respective dates under each signature on behalf of each Party to this Second Amendment, signing by and through its Mayor or Vice-Mayor, authorized to execute same by action of its elected body.

[SIGNATURE PAGES OF PARTIES TO FOLLOW]

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

MUNICIPAL PARTY

MUNICIPALITY: _____

ATTEST:

By: _____

MUNICIPAL MAYOR

MUNICIPAL 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:

Municipal Attorney

CITY OF FORT LAUDERDALE, a municipal corporation

By: _____
RICKELLE WILLIAMS
City Manager

Dated: _____

ATTEST:

By: _____
DAVID R. SOLOMAN
City Clerk

Approved as to Legal Form and Correctness:
Shari L. McCartney, City Attorney

By: _____
RHONDA MONTOYA HASAN
Senior Assistant City Attorney

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

COUNTY

ATTEST:

BROWARD COUNTY, by and through
its Board of County Commissioners

By: _____
Broward County Administrator, as
ex officio Clerk of the Broward County
Board of County Commissioners

By: _____
Mayor
____ 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 _____
Attorney's Name (Date)
Senior Assistant County Attorney

By _____
Attorney's Name (Date)
Deputy County Attorney

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

JOINDER BY AUTHORITY

By affirmative vote of the Governing Board of the Authority, signing by and through its Chair or Vice-Chair, the Authority hereby joins in this Amendment and further agrees to be bound by all terms, conditions, and obligations stated herein that apply to the Authority.

Signed: _____

Print Name: _____

Title: _____

Date: _____