



City of Pembroke Pines, FL

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Agenda Request Form

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**Agenda
Section:**

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Short Title: WS#2: ILA for Solid Waste Disposal and Recyclable
Materials Processing Authority of Broward County,
Florida

Final Action:

Title: WORKSHOP ITEM #2: DISCUSSION ON THE INTERLOCAL
AGREEMENT FOR SOLID WASTE DISPOSAL AND
RECYCLABLE MATERIALS PROCESSING AUTHORITY OF
BROWARD COUNTY, FLORIDA.

***Agenda Date:** 08/23/2023

Agenda Number: WS-2

Internal Notes:

Attachments: 1. Agenda Item for 2023-R-27, 2. Solid Waste Authority Resolution (00568916xC4B6A), 3. Attachment A. ILA for Solid Waste Disposal and Recyclable Materials Processing Authority of Broward County Florida - BCC Approved, 4. ILA Key Points 5-15-23 (00565316xC4B6A), 5. Solid Waste ILA SWWG feedback document (00560814xC4B6A), 6. Estimated-Municipal-Contributions-Prior-to-Special-Assessment-3-22-2362

Related Files:

1 City Commission

08/23/2023

SOLID WASTE INTERLOCAL AGREEMENT (“ILA”) – KEY POINTS

- **Mission:** “To develop and implement a long-term, environmentally sustainable, transparent, innovative, and economically efficient plan and approach to disposal, reduction, recycling, and reuse of waste generated in Broward County.”
- **Limited Government Function:** “to operate the System (defined below).”
- **System:** “collective arrangement of infrastructure and facilities overseen, owned, operated, acquired, or contracted for by the Authority and provided for in the Master Plan.” (emphasis added).
- **Participation and Approval:** To become effective, the ILA must be approved and executed by the County and municipalities representing at least 75% of the total population of Broward County. The Effective Date is the date when this is first accomplished. Municipalities that do not initially join the Authority may do so at a later date, subject to any additional terms and conditions established by the Authority, including payment of all amounts as may be required at that time.
- **Term:** 40 years, with up to two possible 10-year extensions approved by the County Commission and the elected bodies of municipalities representing some minimum percentage of the Broward solid waste tonnage as determined by Governing Board (which will be no less than 50%).
- **Effective Date:** Date on which (i) the governing bodies of municipalities representing at least 75% of population of Broward County and (ii) the County Commission, have approved the Interlocal Agreement
- **Governance:**
 - **Governing Board:** One elected official from the County and one from each participating municipality.
 - **Executive Committee:** Eleven members - 5 from the largest 1/3rd of the municipalities, 3 from the medium 1/3rd of the municipalities, 2 from smallest 1/3rd of the municipalities, and 1 from the County. Two year terms. One alternate for each municipal group.
 - **Executive Director:** Serves as CEO and is responsible for day-to-day operations. Appointed and removed by majority vote of Executive Committee. Will be an employee of the Authority and cannot, while serving as Executive Director, be employed by any party, be an elected official of any party, or have a contract to consult for or lobby on behalf of any party.
 - **Technical Advisory Committee (“TAC”):** Role is to provide technical advice, guidance and recommendations to Executive Director, Executive Committee and Governing Board. County and each participating municipality may appoint one representative (and an alternate) to TAC. TAC members must have professional knowledge or experience in solid waste industry, environmental sciences, sustainability or related profession, and must be from that party’s solid waste, environmental management, public works, utilities or similar department.
 - **Decisions:** Certain decisions are made by the Executive Director, some by the Executive Committee, and some by the Governing Board. Most decisions of the Governing Board are by majority vote, but some major decisions require a supermajority vote of 2/3rd of the Governing Board members representing at least 2/3rd of the Broward Tonnage plus the County. The ILA describes each type of decision and how such decision is made. Governing Board can also overturn any decision of the

Executive Committee (except decisions related to the appointment/removal of the Executive Director) by supermajority 2/3rd vote plus County.

- **Legal Counsel:** Appointed by the Governing Board. Cannot be an elected official of any Party or an employee of any Party (other than the Authority, i.e., in-house counsel). Substantial experience with issues of solid waste disposal and experience advising government entities. There is a process for Independent counsel should a Party believe Authority Counsel is not correct on advice on a limited number of specific issues. The process for selecting Independent legal counsel is to be developed in the near future with advice from current SWWG counsel and then approval by the Executive Committee.

- **Master Plan/Facilities Amendment:**

- **Master Plan/Facilities Amendment:** The Governing Board shall adopt a Master Plan and a proposed Facilities Amendment to the ILA, which will collectively describe the Authority's operations in detail, provide the comprehensive planning framework and strategic direction to manage system waste, set forth the facilities that will be operated as part of the system, and describe the funding/financing mechanisms for the Authority.
- **Adoption requirements and deadline:** The Master Plan and Facilities Amendment must be approved within 18 months after the Effective Date of the ILA (which deadline can be extended 6 months by the Executive Committee and another 12 months by the Governing Board). **Maximum of 36 months after Effective Date**
 - The Master Plan must be approved by the County's representative to the Governing Board and at least 2/3rd of the municipal representatives.
 - The Facilities Amendment must be approved by the Governing Board. The Governing Board must then provide written notice to the parties, and the parties have 120 days to adopt a resolution approving the Facilities Agreement. The Facilities Agreement must be approved by the (i) elected bodies of municipalities representing at least 80% of the total population of the participating municipalities, (ii) and the County Commission. Any municipality failure to deliver approving resolution to the Authority within 120 days is deemed withdrawn from the Interlocal Agreement (but they would not be prohibited from joining later pursuant to the process in the Interlocal Agreement)

Unless ***both*** the Master Plan and the Facilities Amendment are approved by the deadline (as it may be extended), the ILA will automatically terminate.

- **Opt Out:** A municipal party may withdraw from the ILA within 120 days after receiving the Facilities Amendment.

- **Funding:**

- **Start-Up Funding:** 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. Such expenses are capped at \$2,000,000 per year, calculated on a fiscal year basis. The portion of the start-up funding that will be used for the cost of professional/technical consultants to develop the Master Plan will be paid 50% by the County and 50% by the municipal parties on a pro rata basis based upon population. The remaining start-up expenses will be paid by all parties on a pro rata basis based upon population (with the County's population based upon the unincorporated areas only).









- **Permanent Funding:** It is anticipated that subsequent to the adoption of the Master Plan and Facilities Amendment, the Authority will be funded through special assessments or other methods.
- **Commitment of Solid Waste to Authority:** The parties all commit to send all of their System Waste to the Authority, through regulatory flow control (through the adoption of ordinances) and contractual flow control (through inclusion of such provisions in new hauler contracts), all subject to existing contracts.
- **No liability for actions taken by a party in order to comply with a future law.** If there is a change in law, the Agreement provides for requirements with which the party must comply to attempt to honor its commitments under the Agreement
- **County activities before Formation Conditions:** Before the approval of Master Plan and Facilities Agreement, County can still implement a recycling program and contract for solid waste disposal capacity so long as the contract is assignable to the Authority, but the Authority is not bound by the contract without the Authority's consent.
- **Other Provisions:** The ILA contains numerous other provisions addressing various topics, including but not limited to: reservation of powers; impact of dissolution or merger of municipality; waste segregation programs; cooperation; meeting procedures and requirements; ethics compliance; distribution of Authority assets; reserve obligations; specific powers of Executive Director, Governing Board an Executive Committee; debt obligations; special assessment and bonding power; budget; audits; reporting requirements; title to waste; relationship of parties; indemnification and defense of claims; default; amendments; dispute resolution; rights of first refusal to purchase Authority assets; assignments; notices; representations and warranties; intellectual property, and sovereign immunity.

**FEEDBACK TO INTERLOCAL AGREEMENT
FOR SOLID WASTE AND RECYCLING AUTHORITY**












This table contains summaries of the primary modifications requested by participating governments to the draft interlocal agreement (“ILA”). The Solid Waste Working Group considered each requested change, accepting certain modifications and rejecting others. For full details of the SWWG discussion and votes on various changes, please review the recordings of the SWWG meetings since October 2022, available from the Broward League of Cities.

GOVERNMENT	ILA SECTION	COMMENT SUMMARY	INCORPORATED INTO ILA
Sunrise	Preamble	Requested changes to the preamble and The Effective Date	✓
Oakland Park	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	Section 1.2	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	Section 1.3, 2.1	Oakland Park maintains its consensus vote to create an independent special district. NOT creating an authority through an ILA	✗
Oakland Park	Section 1.4	This agreement does not become in effect until the Master Plan is approved by amendment to this agreement	✗
Davie	Section 2.2	Add manure as an acceptable collectable waste	✓
Dania Beach, Coral Springs	Section 2.3	The amount of Solid Waste should be determined in accordance with the Arcadis report.	✗
Coconut Creek	Sections 2.3, 6.2.3	Follow population instead of tonnage in the same way Local Option Gas Tax is distributed from Broward County to the Cities.	✗











**FEEDBACK TO INTERLOCAL AGREEMENT
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GOVERNMENT	ILA SECTION	COMMENT SUMMARY	INCORPORATED INTO ILA
Dania Beach, Coral Springs	Section 2.7	Subsections (e) and (f) be stricken as these categories are overly broad.	
Sunrise	Section 2.7	Hazardous Materials – typo last sentence: subsection (e) should read “an Authority” not “a Authority.	
Sunrise	Section 2.7	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	Section 2.9	Issue relating to “Recovered Materials” not being included in definition of “Authority Solid Waste. Issues relating to statutory provision prohibiting control of Recovered Material (Section 403.7046(2), F.S.)	
Dania Beach, Fort Lauderdale, Davie, Plantation, Lauderdale Lakes, Tamarac, Coconut Creek, Plantation, Lauderhill, Southwest Ranches, Hollywood, Weston, Margate, Parkland, Hallandale Beach, Lauderdale-by-the-Sea	Sections 3.3, 3.3.2, 3.3.3, 3.3.3.2.4, 4.2, 6.3.1.6, 7.1.2.1, 8.1.8, Article 4,	Various provisions that include potential Municipal and County vote overrides. Some municipalities requested supermajority County Commission vote or unanimous County Commission vote.	
Tamarac	Section 3.3.1	Requesting the SWWG develop the master plan prior to ILA and creation of Authority.	
Davie	Section 3.3.2	Replace 90 days with 120 days	
Fort Lauderdale	Section 3.3.2	This could be a tight timeline depending upon the time of year; the City of Fort Lauderdale suggests 120 days.	











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GOVERNMENT	ILA SECTION	COMMENT SUMMARY	INCORPORATED INTO ILA
Coral Springs	Section 3.3.3	Fifth line should read "Master Plan" and there is a period missing at the end of that sentence.	
Davie	Section 3.3.3.2	Participating Municipalities need to have an ownership stake in the Authority assets.	
Oakland Park	Section 3.3.3.3	Should be clear that County use needs to be related to Solid Waste and not other County operations.	
Dania Beach	Section 3.11 (3.3.2)	"Withdrawal", change 90 days to 120 days.	
Sunrise	Section 3.3.4	Modification to title placement. Add a 3.3.4.7 citing to Section 11.1.	
Sunrise	Section 3.3.4	Section 3.3.4 should be amended to include two new subsections. Add subsection 3.3.4.7, which should cite to Section 11.1 Commitment of System Waste, to make clear that the Authority may not exercise any of its powers or enforce requirements until Formation Conditions are met.	
Coconut Creek	Section 3.3.4	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.	
Southwest Ranches	Section 4.1	Request shortening of 40-year initial term.	
			
Sunrise	Section 4.2.1	Punctuation issue	












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GOVERNMENT	ILA SECTION	COMMENT SUMMARY	INCORPORATED INTO ILA
Wilton Manors	Section 5.1	Request inclusion of language requiring delivery of annual municipal contributions prior to adoption of each year's city budget.	
Dania Beach, Coral Springs	Section 5.4	Ongoing contributions should be based on tonnage, not on population.	
Oakland Park	Section 5.4	Request monthly versus quarterly payments in advance.	
Tamarac	Section 5.4	Prior to requesting municipal approval of the ILA, a draft budget should be developed.	
Dania Beach, Coral Springs	Article 6	Municipalities should have a right of first refusal by population within each of the 1/3 of municipal parties by population groups for Executive Committee members.	
Pembroke Pines	Article 6	Proposed revisions to governance structure, including having city managers instead of elected officials serve on the Executive Committee. Increase 2-year term of Executive Committee members for institutional knowledge.	
Plantation	Article 6	Requested language to provide for regular updates to the municipalities from the Executive Committee.	
Plantation	Article 6	Requested language to allow municipalities to appoint citizens to TAC instead of just employees of the municipality.	
Lauderdale Lakes	Section 6.3	Criteria to designate Large, medium and small municipalities should be more clearly defined.	
Tamarac	Section 6.3	Requested increase in Executive Committee to 13 Municipal representatives and 2 County representatives (including 1 selected by the League of Cities).	

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GOVERNMENT	ILA SECTION	COMMENT SUMMARY	INCORPORATED INTO ILA
Dania Beach, Lauderdale Lakes, Fort Lauderdale, Southwest Ranches	Section 6.3.1.1, 6.3.1.6	Various requested modifications to Governing Board override of Executive Committee decisions. Eliminate second vote of Governing Board to overturn decisions of Executive Committee and eliminating any requirement of County member to agree when 90% of municipal Governing Board members vote to overturn Executive Committee decision.	
Lauderdale Lakes	Section 6.3.1.2.1	Large municipalities should have 4 members. Increase number of Executive Committee members from smaller municipalities to 3.	
Oakland Park	Section 6.3.3	Executive Committee meeting should be scheduled at least 1 per month.	
Tamarac	Section 6.4	Various requests for clarification of intended staffing/support for the Authority.	
Sunrise	Section 6.6.2	Deletion of "as part of" from section.	
Lauderdale Lakes	Section 6.8	Change to have Major Decisions approved by 2/3 vote of the Governing Board regardless of the Broward Tonnage.	
Pembroke Pines	Section 6.8	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.	
Pembroke Pines	Section 7.1.2	Master Plan should be prepared and approved at the time of the ILA rather than after. 50% threshold for extensions of Agreement are too low.	
Fort Lauderdale	Section 7.1.2.1	The section needs to be fixed for typos, spacing and different fonts.	
Tamarac	Section 8.1.1	Incorporate inclusion of Broward Schools into ILA for education efforts.	

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GOVERNMENT	ILA SECTION	COMMENT SUMMARY	INCORPORATED INTO ILA
Davie	Section 8.1.8	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.	
Pembroke Pines	Section 8.1.12	The Interlocal Agreement needs to provide for more details on the issuance of debt and borrowing by the Authority.	
Coconut Creek	Section 8.1.15	Add eminent domain throughout the paragraph.	
Oakland Park	Section 8.3.11	Executive Committee should not hire Executive Director but instead should make recommendation of Executive Director to Governing Board for approval.	
Sunrise	Section 11.1	Sections 11.1 and 11.2 should not apply to any Party until the Authority has a waste disposal system in place and should not apply unless the municipality elects to comply with them.	
Sunrise	Section 11.2	Section 11.2, change in statutory reference from section 402.713(2) to Section 403.713(2).	
Tamarac	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).	
Coral Springs, Fort Lauderdale, Davie	Section 16	Failure to act on an amendment within 90 days is not deemed an approval, but is deemed a denial.	
Fort Lauderdale	Section 17.1	Increase time frame to 60-90 days.	
Weston, Margate, Dania Beach, Dania Beach, Parkland	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.	
Plantation	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	

**FEEDBACK TO INTERLOCAL AGREEMENT
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GOVERNMENT	ILA SECTION	COMMENT SUMMARY	INCORPORATED INTO ILA
		costs incurred by the County for capital expansion. We would like to see some criteria as to what would constitute "failure".	
Coconut Creek	Section 18.1.2	To be consistent, thirty (30) days should be changed to <u>sixty (60)</u> days throughout the paragraph.	✓
Dania Beach, Hallandale Beach	Multiple sections	Request to add provisions on how a municipality could withdraw from ILA during the 40-year term, the circumstances, and amounts to be paid.	✗
Dania Beach	Multiple sections	ILA should include definition of "Solid Waste" and not allow Master Plan to provide definition so that parties know if things like storm debris, white appliances, and construction materials are included.	✗
Hollywood, Weston, Margate, Deerfield Beach, Parkland, Lauderdale-by-the-Sea	Multiple sections	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.	COUNTY PAYS 50% OF CONSULTANT COSTS FOR MASTER PLAN
Weston	Multiple sections	There are typographical/formatting errors in Sections 3.3.4 (there should be a new section starting with "Condition"), and 7.1.2.1.	✓
Deerfield Beach	Multiple sections	Request that a municipality that does direct collection and hauling of solid waste have a permanent position on the Executive Committee.	✗
Broward County	Multiple sections	Removal of municipal override of limited provisions where County Governing Board member (or County Commission) approval is required.	✓
Broward County	Multiple sections	Add language that County has the same right to withdraw from the ILA that is granted to every other party.	✗

Estimated Ongoing Contributions of Parties Prior to Special Assessment Based on Population

Estimated Annual Contribution	\$2,000,000
Total Broward Population (2022 BEBR)	1,969,099
75% of Total Broward Population	1,476,824

Municipality	Population (2022 BEBR)	Population Percentage based on 100% Participation	\$2M Costs with 100% Participation	Population Percentage based on 75% Participation	\$2M Costs with 75% Participation
Fort Lauderdale	189,019	9.599%	\$191,985.27	12.799%	\$255,980.36
Pembroke Pines	171,309	8.700%	\$173,997.35	11.600%	\$231,996.46
Hollywood	154,909	7.867%	\$157,339.98	10.489%	\$209,786.64
Miramar	138,237	7.020%	\$140,406.35	9.360%	\$187,208.46
Coral Springs	134,816	6.847%	\$136,931.66	9.129%	\$182,575.55
Pompano Beach	113,789	5.779%	\$115,574.69	7.705%	\$154,099.58
Davie	106,984	5.433%	\$108,662.90	7.244%	\$144,883.86
Sunrise	97,479	4.950%	\$99,008.73	6.601%	\$132,011.65
Plantation	94,048	4.776%	\$95,523.89	6.368%	\$127,365.19
Deerfield Beach	87,414	4.439%	\$88,785.78	5.919%	\$118,381.05
Lauderhill	74,887	3.803%	\$76,062.20	5.071%	\$101,416.27
Tamarac	72,740	3.694%	\$73,881.51	4.925%	\$98,508.67
Weston	68,318	3.470%	\$69,390.11	4.626%	\$92,520.15
Margate	58,760	2.984%	\$59,682.12	3.979%	\$79,576.16
Coconut Creek	57,937	2.942%	\$58,846.20	3.923%	\$78,461.60
North Lauderdale	45,077	2.289%	\$45,784.39	3.052%	\$61,045.86
Oakland Park	44,517	2.261%	\$45,215.60	3.014%	\$60,287.47
Hallandale Beach	41,677	2.117%	\$42,331.04	2.822%	\$56,441.38
Lauderdale Lakes	36,725	1.865%	\$37,301.32	2.487%	\$49,735.10
Parkland	36,390	1.848%	\$36,961.07	2.464%	\$49,281.42
Cooper City	34,683	1.761%	\$35,227.28	2.348%	\$46,969.71
Dania Beach	32,140	1.632%	\$32,644.37	2.176%	\$43,525.83
Broward MSD	17,198	0.873%	\$17,467.89	1.165%	\$23,290.52
West Park	15,243	0.774%	\$15,482.21	1.032%	\$20,642.94
Wilton Manors	11,569	0.588%	\$11,750.55	0.783%	\$15,667.40
Lighthouse Point	10,506	0.534%	\$10,670.87	0.711%	\$14,227.83
Southwest Ranches	7,716	0.392%	\$7,837.09	0.522%	\$10,449.45
Pembroke Park	6,255	0.318%	\$6,353.16	0.424%	\$8,470.88
Lauderdale-by-the-Sea	6,205	0.315%	\$6,302.37	0.420%	\$8,403.17
Hillsboro Beach	1,981	0.101%	\$2,012.09	0.134%	\$2,682.78
Sea Ranch Lakes	540	0.027%	\$548.47	0.037%	\$731.30
Lazy Lake	31	0.002%	\$31.49	0.002%	\$41.98

(1) Section 5.4 of the ILA provides that 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).

(2) County has committed to paying 50% of professional/technical consultants for the development of the Master Plan which is estimated to total approximately one million dollars (\$1,000,000).