

First Amendment to September 1, 2012 Interlocal Agreement

This is a First Amendment (the "First Amendment") to the September 1, 2012 Interlocal Agreement for Solid Waste Disposal Support Services (the "Interlocal Agreement") previously executed by and between Broward County, a political subdivision of the state of Florida ("County") and the City of Pembroke Pines a municipal corporation ("Participating Community") (collectively, the "Parties").

RECITALS

- A. In June 2012, County entered into two agreements; one with Wheelabrator Environmental Systems Inc. ("Wheelabrator") and the other with Sun-Bergeron Solid Waste, J.V. ("Sun-Bergeron") (collectively, "Contractors") to provide for the disposal of solid waste generated within Broward County (the "Solid Waste Disposal Agreements"). Each of the Solid Waste Disposal Agreements requires the Contractors to accept Participating Community's waste for a five-year term that expires on July 2, 2018.
- B. Following execution of the Solid Waste Disposal Agreements, County offered all Broward municipalities the option of entering into the Interlocal Agreement to select either or both of the Contractors to provide solid waste disposal services, with pricing and waste disposal options listed in the Solid Waste Disposal Agreements.
- C. Sixteen municipalities entered into the Interlocal Agreement with County to become Participating Communities.
- D. In May 2015, County and Wheelabrator entered into a Global Amendment ("Global Amendment"), amending the Wheelabrator solid waste disposal agreement (as amended, the "Wheelabrator Solid Waste Disposal Agreement").
- E. The price options listed for the disposal of commercial and residential waste in the Wheelabrator Solid Waste Disposal Agreement's Exhibit "A" are listed as Option 1, Option 2, and Option 3. Option 1 was identified as Option A in the Interlocal Agreement, and only applies during the initial term of the Interlocal Agreement (the same initial term as the Wheelabrator Solid Waste Disposal Agreement), which is through July 2, 2018. Therefore, Option 1 (a.k.a. Option A) is not available as an option for any renewal of the Wheelabrator Solid Waste Disposal Agreement after July 2, 2018. For purposes of this First Amendment, and as identified below, Option 2 is the same as Option B under the Wheelabrator Solid Waste Disposal Agreement, and Option 3 is the same as Option C under the Wheelabrator Solid Waste Disposal Agreement.
- F. The Wheelabrator Solid Waste Disposal Agreement allows County to unilaterally extend the term through July 2, 2023. County has exercised that option. The Sun-Bergeron solid waste disposal agreement expired on July 2, 2018.
- G. The Interlocal Agreement's term runs concurrently with the Solid Waste Disposal Agreements. The Interlocal Agreement does not state, however, how an

extension, if any, of the Solid Waste Disposal Agreements impacts the Interlocal Agreement's term.

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.
2. The Interlocal Agreement is hereby renewed effective July 3, 2018, through July 2, 2023 (the "Initial Renewal Period").
3. During the remaining term of the Initial Renewal Period, Participating Community shall collect, transport, deliver, and deposit all Residential Waste and Commercial Waste (as defined in the Wheelabrator Solid Waste Disposal Agreement and otherwise known as Contracted Processable Waste in the Global Amendment) within its boundaries at the appropriate receiving facility of Wheelabrator in accordance with the Wheelabrator Solid Waste Disposal Agreement on one of the following price terms, except for waste or recycling material that is transported outside of the state of Florida:

☐ Price Option B

☒ Price Option C

4. In addition to the Residential Waste and Commercial Waste referenced in paragraph 3 above, during the remaining term of the Initial Renewal Period, Participating Community shall collect, transport, deliver, and deposit all of the following waste (as indicated by checking "Yes" below) within its boundaries at the appropriate receiving facility of Wheelabrator in accordance with the Wheelabrator 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 authorizes the County to provide an executed copy hereof to Wheelabrator to evidence Participating Community's commitment during the remaining term of the Initial Renewal Period.

6. Under the Global Amendment, the County has a further unilateral right to extend the Wheelabrator Solid Waste Agreement through July 2, 2028 by initially notifying Wheelabrator of its intent to do so by January 15, 2022. To exercise that right, the County must have a binding written commitment for the entire second renewal term (July 3, 2023 through July 2, 2028 (the "Second Renewal Term")) from governmental entities within the County whose residents and businesses have annually generated at least 500,000 tons of waste collectively. The Interlocal Agreement (as amended by this First Amendment) expires on July 2, 2023, unless the Parties have entered into a timely amendment on or before January 15, 2022, reflecting that the Participating Community wishes to extend its commitment through the Second Renewal Term. At that time, Participating Community may adjust or change any of the options selected in paragraph 4 above.

7. Participating Community understands that the services to which it is obligating itself by executing this First Amendment, and the terms and conditions under which those services will be provided, are those specified in the June 26, 2012 solid waste disposal agreement between County and Wheelabrator as modified by the Global Amendment.

8. Exhibit C to the Interlocal Agreement is hereby removed in its entirety.

9. Preparation of the First Amendment has been a joint effort of County and Participating Communities, 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.

10. Except to the extent modified herein, the Interlocal Agreement shall remain in full force and effect. In the event of a conflict between the terms and conditions of this First Amendment and the terms and conditions set forth in the Interlocal Agreement, the terms and conditions of the First Amendment shall control.

11. This First Amendment shall be effective upon execution by the Parties and may be fully executed in multiple copies by the parties, which together shall have the force and effect of an original document.

IN WITNESS WHEREOF, the Parties hereto have made and executed this First Amendment: Broward County, through its County Administrator, authorized to execute same by Board of County Commissioners action on the 27 day of February, 2018 and the City of Pembroke Pines, signing by and through its Mayor duly authorized to execute same.

COUNTY

WITNESS:


Signature of Witness

Ariel Walker

Print Name of Witness


Signature of Witness

TAMARA BRANNON

Print Name of Witness



BROWARD COUNTY, by and through its County Administrator

By 
Bertha Henry

10th day of September 20 21

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

By:  8/18/21
Nathaniel A. Klitsberg (Date)
Senior Assistant County Attorney

By:  9/8/21
Michael J. Kerr (Date)
Deputy County Attorney

FIRST AMENDMENT TO INTERLOCAL AGREEMENT FOR SOLID WASTE DISPOSAL
SUPPORT SERVICES BETWEEN BROWARD COUNTY AND PARTICIPATING
COMMUNITY

MUNICIPALITY

PARTICIPATING COMMUNITY
City of Pembroke Pines

WITNESS:

Karen Richards
Print or type name

By:

Mayor Frank C. Ortis
Mayor Frank C. Ortis

9 day of August, 2021

WITNESS:

Michelle Dawson

By:

Charles F. Dodge
Charles F. Dodge, City Manager

ATTEST:

APPROVED AS TO FORM:
, City Attorney

By: Marlene D. Graham 8/10/2021
Marlene D. Graham, City Clerk

By: Julie Klahr 8/9/21
City Attorney

