



City of Lauderdale Lakes

Office of the City Clerk

4300 Northwest 36 Street - Lauderdale Lakes, Florida 33319-5599

(954) 535-2705 - Fax (954) 535-0573

WORKSHOP MEETING AGENDA

Alfonso Gereffi Room

July 24, 2017

5:00 PM

1. CALL TO ORDER

2. ROLL CALL

3. DISCUSSION

JULY 25, 2017 COMMISSION AGENDA

This discussion item serves to review the July 25, 2017 Commission Agenda.

4. DISCUSSION OF PROPOSED ORDINANCE(S)

5. ADDITIONAL WORKSHOP ITEMS

A. 5:00 P.M. TIME CERTAIN - BROWARD COUNTY'S EXTENSION OF THE SOLID WASTE DISPOSAL AGREEMENT WITH WHEELABRATOR

This is a discussion regarding Broward County's extension of the Solid Waste Disposal Agreement with Wheelabrator Technologies.

B. 5:30 P.M. TIME CERTAIN- UPDATE ON THE NATIONAL LEAGUE OF CITIES (NLC) SERVICE LINE WARRANTY PROGRAM

This is an update regarding the National League of Cities Service Line Warranty Program that was established to offer low cost services to residents in need of utility line and replacement repairs outside of the City's maintenance responsibility. Eligible repairs include the water line, sewer line and in-house plumbing.

C. 6:00 P.M. TIME CERTAIN - BUDGET ADVISORY COMMITTEE RECOMMENDATIONS

This is the Fiscal Year 2018 Report from the Budget Advisory Committee.

D. DISCUSSION REGARDING SPECIAL EVENTS APPLICATION DUE DATES, FEES AND DOCUMENTS REQUIRED

This is a discussion regarding the special events applications including due date, fees, and documents required for submittal to the Development Services Department for review.

E. DISCUSSION REGARDING LIEN MITIGATION REQUEST

At the direction of the City Commission, staff is providing the lien request information below for review.

F. DISCUSSION REGARDING THE ANNUAL COMPENSATION FOR THE CITY COMMISSION

This is a discussion regarding the annual compensation for the City Commission. In accordance with Sec. 2-31(a) of the City's Charter the current compensation is \$11,000.00 for the Mayor and \$9,000.00 for each Commissioner.

6. REPORTS

FUTURE MEETINGS:

Budget Workshop: Wednesday, July 26, 2017 at 5:00 p.m.

Next Scheduled Commission Workshop: Monday, September 11, 2017 at 5:00 p.m.

Next Scheduled Commission Meeting: Tuesday, September 12, 2017 at 7:00 p.m.

PLEASE TURN OFF ALL CELL PHONES DURING THE MEETING

If a person decides to appeal any decision made by the Board, Agency, or Commission with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. (FS 286.0105)

Any person requiring auxiliary aids and services at this meeting may contact the City Clerk's Office at (954) 535-2705 at least 24 hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by using the following numbers: 1-800-955-8770 or 1-800-955-8771.

**Mayor Hazelle Rogers, Vice-Mayor Veronica Edwards Phillips,
Commissioner Sandra Davey, Commissioner Gloria Lewis, Commissioner Beverly Williams**

CITY OF LAUDERDALE LAKES

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Fiscal Impact:

Contract Requirement:

Title

JULY 25, 2017 COMMISSION AGENDA

Summary

This discussion item serves to review the July 25, 2017 Commission Agenda.

Staff Recommendation

Background:

Funding Source:

Sponsor Name/Department: Phil Alleyne, City Manager

Meeting Date: 7/24/2017

CITY OF LAUDERDALE LAKES

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Fiscal Impact: No

Contract Requirement: No

Title

5:00 P.M. TIME CERTAIN - BROWARD COUNTY'S EXTENSION OF THE SOLID WASTE DISPOSAL AGREEMENT WITH WHEELABRATOR

Summary

This is a discussion regarding Broward County's extension of the Solid Waste Disposal Agreement with Wheelabrator Technologies.

Staff Recommendation

Background:

Wheelabrator Technologies is one of several contractors that provides solid waste disposal services within Broward County. On August 28, 2012 the County executed a five year agreement with Wheelabrator for the disposal of municipal solid waste and bulk trash services.

On September 1, 2012, the City of Lauderdale Lakes along with fourteen (14) other municipalities executed an interlocal agreement with the County that allows the City to receive solid waste disposal services by Wheelabrator under the same terms and conditions of the County's contract. The City's solid waste and bulk trash collection is conducted by Waste Management Inc. of Florida.

On April 27, 2017 the County notified the City and all other participating communities that the County Board of Commissioners approved the extension of the solid waste agreement with Wheelabrator through July 2, 2023. This action will provide a disposal option for the City of Lauderdale Lakes for an additional 5 years.

Per article 11 of the executed interlocal agreement with the County, the term of the agreement remains in effect concurrently with the term of the solid waste agreement. Therefore no action is required by City Commission.

Funding Source:

There are no changes to the terms and conditions of the County's contract with Wheelabrator Technologies. Extension of the contract will have no additional fiscal impact on the City.

Sponsor Name/Department: Ronald Desbrunes, P.E., Director of Public Works

Meeting Date: 7/24/2017

ATTACHMENTS:

Description	Type
<input type="checkbox"/> Broward County Extension Notification Letter	Exhibit
<input type="checkbox"/> Interloca Agreement between Broward County and Lauderdale Lakes	Exhibit
<input type="checkbox"/> Broward County contract with Wheelabrator	Exhibit

INTERLOCAL AGREEMENT

between

BROWARD COUNTY

and

PARTICIPATING COMMUNITIES

for

SOLID WASTE DISPOSAL SUPPORT SERVICES

DEC 26 2013

RECEIVED

INTERLOCAL AGREEMENT

between

BROWARD COUNTY

and

PARTICIPATING COMMUNITIES

for

SOLID WASTE DISPOSAL SUPPORT SERVICES

This Interlocal Agreement ("Agreement") dated for convenience September 1, 2012, between BROWARD COUNTY, a political subdivision of the state of Florida, its successors and assigns, by and through its Board of County Commissioners, hereinafter referred to as "COUNTY";

AND

The municipalities whose names appear in Exhibit "A" attached hereto and made a part hereof, their successors and assigns, hereinafter referred to as "PARTICIPATING COMMUNITY or COMMUNITIES." It is expected that Broward municipalities may elect to execute this Agreement and become a PARTICIPATING COMMUNITY at different times and throughout the term of this Agreement. At such time as a municipality executes this Agreement or subsequently terminates this Agreement, COUNTY is authorized to add or delete the municipality as a PARTICIPATING COMMUNITY to Exhibit "A." Upon adding or deleting a PARTICIPATING COMMUNITY to Exhibit "A," written notice containing the amended Exhibit "A" shall be sent to all parties to this Agreement.

ARTICLE 1
BACKGROUND

- 1.1 In order to establish the background, context and frame of reference for this Agreement and to provide a general background regarding the objectives and intentions of the COUNTY and the PARTICIPATING COMMUNITIES, the following statements, representations and explanations are predicates for the undertaking and commitments included within the provisions which follow and

shall be construed as essential elements of the mutual considerations upon which this Agreement is based.

- 1.2 COUNTY and the Contract Communities (as such term is defined in the Prior Interlocal Agreement) have previously entered into a Prior Interlocal Agreement dated November 25, 1986, as amended, ("Prior Interlocal Agreement") which authorizes and requires COUNTY to provide for the disposal of solid waste delivered by or on behalf of the Contract Communities through July 2, 2013.
- 1.3 In order to provide for the continuous disposal of all Contract Community solid waste throughout the term of the Prior Interlocal Agreement, COUNTY has entered into an agreement with Wheelabrator South Broward Inc. and Wheelabrator North Broward Inc. dated June 28, 2011, pursuant to which COUNTY will deliver or cause to be delivered, solid waste generated within the Contract Communities, and the above companies will accept responsibility and dispose of such solid waste at its facilities until July 2, 2013.
- 1.4 In order to continue to make available to all Broward municipalities a regional, economic and environmentally sound method of solid waste disposal after July 2, 2013, the Broward County Board of County Commissioners approved on June 26, 2012: (i) an agreement between COUNTY and Sun-Bergeron Solid Waste, J.V. ("Sun-Bergeron" or "Contractor") dated June 26, 2012, for solid waste disposal services; and (ii) an agreement between COUNTY and Wheelabrator Environmental Systems Inc., a Delaware corporation ("Wheelabrator" or "Contractor") dated June 26, 2012, for solid waste disposal services (collectively referred to as the Solid Waste Agreement(s)). The terms of the Solid Waste Agreements require, among other things, Sun-Bergeron and Wheelabrator, for a five year initial term, to accept PARTICIPATING COMMUNITIES' waste and commence disposal operations on July 3, 2013.
- 1.5 In addition to approving the Solid Waste Agreements on June 26, 2012, the Broward County Board of County Commissioners further approved a "Side Letter" dated June 19, 2012, from Wheelabrator Technologies Inc. to Broward County, whereby COUNTY and Wheelabrator agreed to waive, for a limited period of time, COUNTY's right to preferential pricing based on certain third party agreements, in exchange for the company making payments to COUNTY for its ~~exclusive use and benefit. COUNTY agrees to contribute~~ Wheelabrator's payments to its solid waste programs, administration and operations.
- 1.6 It is the intent of this Agreement to offer to all Broward municipalities the option to execute this Interlocal Agreement and elect to become a PARTICIPATING COMMUNITY subject to the terms of this Agreement and the applicable Solid Waste Agreement(s). By electing to become a PARTICIPATING COMMUNITY a municipality has the discretion to select either or both Contractor(s) as its solid waste disposal company and select among the multiple price and waste options contained in the applicable Solid Waste Agreement(s). Participating Communities

have the further right, pursuant to this Agreement, to additional optional County services as provided for herein.

- 1.7 It is further recognized by PARTICIPATING COMMUNITIES and COUNTY that COUNTY is entering into this Agreement both representing the unincorporated County, a waste generation area with solid waste requiring disposal, and as the party that has the ultimate responsibility for disposal of solid waste within Broward County pursuant to Section 403.706(b)(1), Florida Statutes.

- 1.8 This Agreement is an interlocal agreement entered into pursuant to Section 163.01, Florida Statutes, and the Florida Interlocal Cooperation Act of 1969, as amended. Prior to the effectiveness of any provision of this Agreement and subsequent Amendments hereto, this Agreement and any such subsequent amendments shall be filed with the Broward County Clerk of the Circuit Court as provided by Section 163.01(11), Florida Statutes.

- 1.9 The word "shall" as used in this Agreement shall in all cases be construed to be mandatory and to require the action so modified by the word "shall" to be taken without regard to the exercise of discretion.

ARTICLE 2 DEFINITIONS

The following contains the definitions of the terms as applied to this Agreement:

- 2.1 Administrator. The term "Administrator" or "County Administrator" shall mean the County Administrator of the Broward County government by the Charter of Broward County, Florida.
- 2.2 Agreement. The term "Agreement" shall mean this Interlocal Agreement (ILA) between COUNTY and Participating Communities.
- 2.3 Board of County Commissioners. The term "Board of County Commissioners" or "County Commissioners" or "County Commission" shall mean the Board of County Commissioners of Broward County, Florida.
- 2.4 Participating Communities. The term "PARTICIPATING COMMUNITY" OR "PARTICIPATING COMMUNITIES" shall mean the municipal corporation or corporations existing under the laws of the state of Florida, located within the COUNTY and whose names appear in Exhibit "A" to this Agreement.
- 2.5 County. The term "COUNTY" shall mean, depending upon the context, either (a) the geographical area contained within unincorporated Broward County, Florida, a political subdivision of the state of Florida, or (b) the government of Broward County, acting through the County Commission or its designee.

- 2.6 Fiscal Year. The term "fiscal year" shall mean October 1 to September 30 of the following year.
- 2.7 Haulers. The term "haulers" shall mean those persons, firms, corporations or governmental agencies which collect solid waste (either under oral or written contract, license, permit or otherwise) within the geographic boundaries of the PARTICIPATING COMMUNITY(IES) or the unincorporated County, or provide for the transportation and delivery of solid waste.
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- 2.8 Residential Waste. The term "Residential Waste" shall have the same meaning as defined in the applicable Solid Waste Agreement.
- 2.9 Commercial Waste. The term "Commercial Waste" shall have the same meaning as defined in the applicable Solid Waste Agreement.
- 2.10 Unincorporated County. The term "unincorporated County" shall mean the geographical areas of COUNTY which are not within the boundaries of any municipal corporation. Unincorporated COUNTY shall be treated in all respects under the terms and conditions of this Agreement as a PARTICIPATING COMMUNITY.
- 2.11 Designated Facility. With respect to the Wheelabrator Solid Waste Agreement, the term "Designated Facility" shall mean either "Disposal Facility" as that term is defined in the Wheelabrator Solid Waste Agreement or "Alternate Disposal Facility" as that term is defined in the Wheelabrator Solid Waste Agreement when the conditions of Section 5.2 have been implemented. With respect to the Sun-Bergeron Solid Waste Agreement, the term "Designated Facility" shall mean "Waste Processing Facility" as that term is defined in that Sun-Bergeron Solid Waste Agreement; however for Additional Waste, the term "Designated Facility" shall refer to the "Material Recovery Facilities", as set forth in Exhibit B of the Sun-Bergeron Solid Waste Agreement.
- 2.12 Disposal Services Fee. The term "Disposal Services Fee" shall have the meaning as defined in the applicable Solid Waste Agreement.
- 2.13 Capitalized terms not otherwise defined in this Agreement shall have the same meaning as defined in the applicable Solid Waste Agreement.
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ARTICLE 3
COMMITMENT OF WASTE STREAM

- 3.1 PARTICIPATING COMMUNITY shall select a Solid Waste Agreement Contractor (Wheelabrator or Sun-Bergeron or both) by which it agrees to be bound and the applicable price option and waste option pursuant to said Solid Waste Agreement(s), and furnish COUNTY and the applicable Contractor written notice of its elections, concurrent with the execution of this Agreement in such form and with such information as is contained in Exhibits "B" and "C" attached hereto and

made a part hereof. PARTICIPATING COMMUNITY shall have a continuing obligation to immediately provide to COUNTY, in writing, any amendments it may enter into with the applicable Contractor to the selection of its price or waste options.

3.2 During the duration of this Agreement as defined in Article 11 hereof, the PARTICIPATING COMMUNITIES and COUNTY for the unincorporated area shall cause all of the Residential Waste, Commercial Waste and any other designated waste pursuant to Section 3.1, within each of their respective boundaries to be collected, transported, delivered and deposited at the appropriate receiving facilities of Contractor, as the case may be, in accordance with the terms of the applicable Solid Waste Agreement, except for waste or recycling material which is transported outside the state of Florida.

3.3 Each PARTICIPATING COMMUNITY agrees to include in any contracts or contract amendments with haulers executed after the effective date of the Solid Waste Agreement, a provision that all Residential Waste, Commercial Waste and any other designated waste shall be delivered to the appropriate receiving facilities of either Wheelabrator or Sun-Bergeron, as the case may be, in accordance with the terms of the applicable Solid Waste Agreement, with an exception for any waste generated in the County which is shown to be destined for recycling or disposal outside the state of Florida.

3.4 PARTICIPATING COMMUNITY shall elect to participate in the following optional COUNTY services by marking and initializing the box(es) below as appropriate:

☒ Centralized Billing Services, as described in Article 6.

☒ Flow Control Enforcement Services, as described in Article 7.

ARTICLE 4 PARTICIPATING COMMUNITY'S OBLIGATIONS

4.1 Each PARTICIPATING COMMUNITY agrees to include in any hauler agreement for the collection of Residential Waste, including any renewal of an existing hauler agreement, entered into by a PARTICIPATING COMMUNITY and a licensed residential waste hauler after the effective date of the Solid Waste Agreement, the following: (a) the definition of Residential Waste as set forth in the Solid Waste Agreement; (b) the Licensed Residential Waste Hauler's obligation to be responsible for Unacceptable Waste as defined in the applicable Solid Waste Agreement, which is brought to a Designated Facility; (c) the Licensed Residential Waste Hauler's obligation to indemnify Contractor and add Contractor as additional insured for all losses for death, personal injury, and property damage caused by the negligence or intentional misconduct of Licensed Residential Waste Hauler delivering waste on behalf of the PARTICIPATING COMMUNITY; (d) a requirement for the Licensed Residential Waste Hauler(s) to

deliver all collected Residential Waste to the Designated Facilities, and (e) hours of operation for the Designated Facilities during which the Licensed Residential Waste Hauler shall be authorized to deliver waste to the Designated Facilities.

- 4.2 The PARTICIPATING COMMUNITY and the Licensed Commercial Waste Haulers shall execute a license agreement that sets forth the payment procedure in the Solid Waste Agreement for Commercial Waste Disposal Services, and which requires the Licensed Commercial Waste Hauler(s) to deliver all collected Commercial Waste to the Designated Facilities.
- 4.3 If the PARTICIPATING COMMUNITY does not select centralized billing services pursuant to Article 6, it shall require the Licensed Commercial Waste Hauler(s) to provide a performance bond (in a form and from an issuer reasonably acceptable to Contractor) in favor of Contractor in an amount that covers a ninety (90) day Disposal Services Fee payment period for Commercial Waste Disposal Services for the PARTICIPATING COMMUNITY, calculated pursuant to terms of the Solid Waste Agreement and based on the 60 day average tonnage of Commercial Waste delivered by the Licensed Commercial Waste Hauler(s) to Contractor during the twelve (12) month period immediately preceding the execution of the license agreement between the PARTICIPATING COMMUNITY and the Licensed Commercial Waste Hauler(s) entered into after the Effective Date of the Solid Waste Agreement. The sufficiency of the value of the performance bond shall be reviewed on an annual basis and the required bond value may be increased or decreased based on an increase or decrease in a Licensed Commercial Waste Haulers' Commercial Waste delivery obligations. A Licensed Commercial Waste Hauler providing services for multiple Municipalities which do not select centralized billing services may provide one aggregate bond meeting the requirements set forth herein.
- 4.4 If a PARTICIPATING COMMUNITY does not select centralized billing services pursuant to Article 6, it shall pay the Contractor within thirty (30) days of receipt of a monthly invoice issued by Contractor for Residential Waste Disposal Services. If the PARTICIPATING COMMUNITY disagrees with the amount stated in the invoice, the PARTICIPATING COMMUNITY shall notify the Contractor of such dispute. The PARTICIPATING COMMUNITY shall make payment to Contractor of undisputed invoiced amounts within thirty days after receipt of the invoice. In the event of a disputed amount, the parties shall reasonably attempt to discover the cause of any discrepancy between the parties, and if a resolution is not reached within forty-five (45) days of receipt of the invoice, the parties agree to work in good faith to settle the dispute (for amounts greater than \$25,000) by mediation by a mutually acceptable mediator. In the event the parties are not able to resolve the dispute through mediation within forty-five (45) days, then the parties may resolve the dispute by availing themselves to litigation. The existence of a dispute shall not delay payment of undisputed amounts to the Contractor, or relieve Contractor of its obligations under this Agreement.

- 4.5 If the PARTICIPATING COMMUNITY selects centralized billing services pursuant to Article 6, the PARTICIPATING COMMUNITY agrees to include in any contracts or contract amendments with haulers for residential waste a provision that the hauler shall comply with the following: (1) [insurance and credit requirements as may be required by COUNTY]; (2) Pay COUNTY the full amount of each invoice within thirty days of receipt; (3) Agree to pay interest at the rate consistent with the Florida Prompt Payment Act, Sections 218.70-218.80, Florida Statutes, for late payments; (4) Failure to timely pay is an event of default which if not timely cured within 15 days is an event of termination; (5) In the event the hauler disputes an invoice from COUNTY, the hauler shall first pay the full amount of the disputes charges when due, and shall, within thirty (30) days from the date of the receipt of the disputed invoice, give written notice of the dispute to COUNTY. The notice of dispute shall identify the disputed invoice, state the amount in dispute and set forth a full statement of grounds on which such dispute is based. The parties agree to work in good faith to settle the dispute. In the event the parties cannot settle the dispute within sixty (60) days from the date of the receipt of the disputed invoice, the hauler may pursue any remedy available at law except withholding payment.
- 4.6 If a Participating Community collects its Residential Waste and hauls the Residential Waste to the Contractor, the PARTICIPATING COMMUNITY shall be responsible for all costs, including removal, transportation and disposal of the Unacceptable Waste brought to a Designated Facility.

ARTICLE 5 OUT OF STATE DISPOSAL AND REPORTING REQUIREMENTS

- 5.1 Any Solid Waste or recyclables generated in Broward County which are shown to be destined for transportation to any destination outside of the State of Florida based on a sworn affidavit of a hauler delivered to the COUNTY and PARTICIPATING COMMUNITY generating the waste and reciting facts which evidence the transportation and disposal of waste outside the state of Florida, are excluded from the flow control restrictions contained in Section 3.2 of this Agreement.
- 5.2 In addition to the affidavit required in Section 5.1, any hauler who elects to transport and dispose of any Broward County waste outside the state of Florida shall provide to COUNTY and PARTICIPATING COMMUNITY generating the waste, a monthly report containing the information listed below so as to enable the County and affected PARTICIPATING COMMUNITY to accurately monitor the collection, flow and disposal of waste.
- 5.3 A monthly report shall be due no later than 30 days after the end of the preceding month, delivered to the Director of Solid Waste and Recycling Services as to the COUNTY, and to the Public Works Director or equivalent position as to any

PARTICIPATING COMMUNITY, certified by the hauler, containing at a minimum the following information and documentation regarding any waste which is collected, transported and disposed of out of the state:

5.3.1 The tonnage, origin and type of waste which has been disposed of by the hauler outside the state;

5.3.2 The date(s) on which the hauler collected the waste and the location or route of the collected waste;

5.3.3 The location of the final disposal facility for the waste, including the location of any other facilities, such as transfer stations where waste is temporarily transported en-route to its final destination out of state;

5.3.4 Copies of all receipts, weigh tickets, reports and other written material verifying the collection, transportation and disposal of waste outside the state by the hauler;

5.3.5 Such other documentation and information on forms which may be prescribed by, and as the COUNTY or PARTICIPATING COMMUNITY generating the waste may reasonably require to confirm compliance with this section.

ARTICLE 6

OPTIONAL COUNTY CENTRALIZED BILLING SERVICES

6.1 Each PARTICIPATING COMMUNITY shall have the right, at its sole option, to participate in a COUNTY centralized billing services program as more particularly described in this article. If PARTICIPATING COMMUNITY elects to participate in the COUNTY centralized billing services program by so indicating in Section 3.4 of this Agreement, said election shall remain in force unless PARTICIPATING COMMUNITY furnishes to COUNTY a written letter, not less than one hundred eighty (180) days prior to the beginning of any Fiscal Year, notifying COUNTY that it elects to discontinue its participation in this program. If PARTICIPATING COMMUNITY elects not to participate in the COUNTY centralized billing services by so indicating in Section 3.4 of this Agreement, PARTICIPATING COMMUNITY may request to participate in a future fiscal year, by furnishing to COUNTY a written letter, not less than one hundred eighty (180) days prior to the beginning of that fiscal year.

6.2 If PARTICIPATING COMMUNITY timely notifies COUNTY of its election for centralized billing services, COUNTY shall provide the following services:

6.2.1 Review invoices from and timely pay Contractors.

6.2.2 Process billing statements to the haulers and PARTICIPATING COMMUNITIES, as applicable.

6.2.3 Collect data from load tickets received from disposal and transfer facilities.

- 6.2.4 Provide financial and tonnage reporting for each PARTICIPATING COMMUNITY.
 - 6.2.5 Collect required security deposits from haulers.
 - 6.2.6 Suspend haulers for non-payment.
 - 6.2.7 Institute appropriate collections for delinquent accounts.
 - 6.2.8 Research tonnage discrepancies as appropriate.
 - 6.2.9 Maintain copies of haulers' certificates of insurance.
 - 6.2.10 Issue truck decals and maintain vehicle information.
 - 6.2.11 Disburse Contractor rebates received by County as appropriate in accordance with the Solid Waste Agreements.
 - 6.2.12 Reconcile tonnages to the Contractor's monthly invoices.
- 6.3 All costs and expenses for COUNTY's centralized billing services shall be paid for by PARTICIPATING COMMUNITY at an initial rate of \$0.15 (fifteen cents) per ton of waste generated from the PARTICIPATING COMMUNITY which is received by a Contractor at a Designated Facility. Beginning on October 1, 2014, and on each October 1 thereafter for the initial term of the Solid Waste Agreement, the rate shall be subject to adjustment with a cap not to exceed 5% for any year and a floor of not less than 1%, by multiplying the existing rate by the Service Fee Adjustment Factor, as calculated according to the Solid Waste Agreements. The rate shall be subject to negotiation for any subsequent term.
- 6.4 COUNTY reserves the right, in its sole discretion, to cease providing centralized billing services prior to the commencement of any Fiscal Year, with a minimum of six (6) months written notice to PARTICIPATING COMMUNITY; except for the period beginning on July 3, 2013 and ending September 30, 2013, for which said notice by COUNTY shall be given to the PARTICIPATING COMMUNITIES no later than February 28, 2013.
- 6.5 COUNTY shall invoice PARTICIPATING COMMUNITY for centralized billing services within thirty (30) days of the end of each month. PARTICIPATING COMMUNITY agrees that it shall be required to pay COUNTY within thirty (30) days of receipt of the invoice in order to remain entitled to continuing to receive the service.

ARTICLE 7

OPTIONAL COUNTY FLOW CONTROL ENFORCEMENT SERVICES

- 7.1 Each PARTICIPATING COMMUNITY shall have the right, at its sole option, to participate in a COUNTY flow control enforcement program as more particularly described in this article. If PARTICIPATING COMMUNITY elects to participate in the COUNTY flow control enforcement program by so indicating in Section 3.4 of this Agreement, said election shall remain in force unless PARTICIPATING COMMUNITY furnishes to COUNTY a written letter, not less than one hundred eighty (180) days prior to the beginning of any Fiscal Year, notifying COUNTY

that it elects to discontinue its participation in this program. If PARTICIPATING COMMUNITY elects not to participate in the COUNTY flow control enforcement program by so indicating in Section 3.4 of this Agreement, PARTICIPATING COMMUNITY may request to participate in a future fiscal year, by furnishing to COUNTY a written letter, not less than one hundred eighty (180) days prior to the beginning of that fiscal year.

- 7.2 Each PARTICIPATING COMMUNITY electing to participate in flow control enforcement ~~agrees to include a requirement that haulers consent to inspection of loads by COUNTY in any agreements, licenses, permits, franchises or other arrangements with haulers entered into after this Agreement.~~
- 7.3 COUNTY agrees to provide the following services as part of its flow control enforcement:
 - 7.3.1 Monitor the delivery of waste to the designated Disposal Facilities.
 - 7.3.2 Assist PARTICIPATING COMMUNITY staff in identifying violations of applicable solid waste ordinances, including efforts to avoid payment of franchise fees.
 - 7.3.3 Assist the PARTICIPATING COMMUNITIES with identifying unauthorized haulers providing service within a PARTICIPATING COMMUNITY.
 - 7.3.4. Assist the PARTICIPATING COMMUNITIES WITH identifying commercial businesses with inadequate solid waste services.
 - 7.3.5 Such other services as COUNTY and PARTICIPATING COMMUNITES agree are necessary to monitor adherence to this Agreement.
- 7.4 COUNTY reserves the right, in its sole discretion, to cease providing flow control enforcement services prior to the commencement of any Fiscal Year, with a minimum of six (6) months written notice to PARTICIPATING COMMUNITY; except for the period beginning on July 3, 2013 and ending September 30, 2013, for which said notice by COUNTY shall be given to the PARTICIPATING COMMUNITIES no later than February 28, 2013.
- 7.5 COUNTY shall invoice PARTICIPATING COMMUNITY for flow control enforcement services within thirty (30) days of the end of each month. PARTICIPATING COMMUNITY agrees that it shall be required to pay COUNTY within thirty (30) days of receipt of the invoice in order to remain entitled to continuing to receive the service.
- 7.6 All costs and expenses for COUNTY's flow control enforcement services shall be paid for by PARTICIPATING COMMUNITY at an initial rate of \$0.37 (thirty seven cents) per ton of waste generated from the PARTICIPATING COMMUNITY which is received by a Contractor at a Designated Facility. Beginning on October 1, 2014, and on each October 1 thereafter for the initial term of the Solid Waste Agreement, the rate shall be subject to adjustment with a cap not to exceed 5% for any year and a floor of not less than 1%, by multiplying the existing rate by

the Service Fee Adjustment Factor, as calculated according to the Solid Waste Agreements. The rate shall be subject to negotiation for any subsequent term.

ARTICLE 8
RELATIONSHIPS OF THE PARTIES

Except as set forth herein, no party to this Agreement shall have any responsibility whatsoever with respect to services provided or contractual obligations assumed by any other party and nothing in this Agreement shall be deemed to constitute any party a partner, agent, or local representative of any other party or to create any type of fiduciary responsibility or relationship of any kind whatsoever between the parties. The obligations created and imposed by this Agreement are not joint; rather, such obligations are separate and several between each of the PARTICIPATING COMMUNITIES and COUNTY.

ARTICLE 9
INDEMNIFICATION

To the maximum extent permitted by law, COUNTY and each PARTICIPATING COMMUNITY shall indemnify, defend and hold harmless the other, their officers, employees and agents from and against any liability, claims, demands, actions, costs, expenses, losses or damages whatsoever, including the intentional or negligent acts of each arising out of the performance of the obligations under this Agreement of COUNTY and each PARTICIPATING COMMUNITY, except the same shall not include punitive damages or prejudgment interest.

ARTICLE 10
DEFAULT AND TERMINATION

In the event there should occur any material breach in the performance of any covenant or obligation of a party hereunder that has not been remedied within thirty (30) days, except for a monetary breach which shall be remedied within fifteen (15) days, after receipt of notice from the non-breaching party specifying such breach, the non-breaching party may, if such breach is continuing, terminate this Agreement upon thirty (30) days' notice to the party in breach.

ARTICLE 11
DURATION

This Agreement shall be effective upon execution by COUNTY and a PARTICIPATING COMMUNITY. This Agreement shall remain in effect concurrently with the term of the Solid Waste Agreements and shall remain in effect so long as COUNTY and any PARTICIPATING COMMUNITY are subject to the Solid Waste Agreement(s). If, for any reason, the Solid Waste Agreements are terminated, this Agreement shall be deemed terminated as of the date of termination of the Solid Waste Agreement(s).

ARTICLE 12
THIRD PARTY BENEFICIARY

Wheelabrator and Sun-Bergeron shall be deemed to be third party beneficiaries to this Agreement entitled to assert any rights which otherwise would be available to COUNTY relating to a PARTICIPATING COMMUNITY'S performance of its obligations pursuant to this Agreement.

ARTICLE 13
MISCELLANEOUS

- 13.1 ASSIGNMENT. This Agreement, or any interest herein, may not be assigned, transferred or otherwise encumbered, under any circumstances by any party without the prior written consent of the other parties to this Agreement.
- 13.2 STATE AND FEDERAL LAWS. The provisions of solid waste disposal services under this Agreement shall comply with all applicable state and federal laws. This Agreement shall be construed in accordance with the laws of the state of Florida.
- 13.3 NOTICES. All notices, consents and other communications required, permitted or otherwise delivered under this Agreement shall be in writing and shall be delivered either by hand with proof of delivery or mailed by first class registered or certified mail, return receipt required, postage prepaid, and in any case shall be addressed as provided in Exhibit "B," which is attached hereto and made a part hereof. Changes in the respective addresses of PARTICIPATING COMMUNITIES provided in Exhibit "B" and of COUNTY provided on the signature page may be made by either party by giving notice to the other party. Notices and consents given by mail in accordance with this section shall be deemed to have been given five (5) business days after the day of dispatch; notices and consents given by any other means shall be deemed to have been given when received.
- 13.4 INCORPORATION OF AGREEMENTS. This document supersedes all prior negotiations, correspondence, conversations, agreements, or understandings, applicable to the matters contained therein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed by the PARTICIPATING COMMUNITY.
- 13.5 ADDITIONAL PARTICIPATING COMMUNITIES. Any time throughout the term(s) of this Agreement, any municipal corporation existing under the laws of the state and located in COUNTY which is not already a PARTICIPATING COMMUNITY may become a PARTICIPATING COMMUNITY by agreeing to all of the terms and conditions of this Agreement.

13.6 SEVERABILITY. In the event that any provision of this Agreement shall, for any reason, be determined to be invalid, illegal or unenforceable in any respect, the parties hereto shall negotiate in good faith and agree as to such amendments, modifications or supplements of or to this Agreement or such other appropriate actions as shall, to the maximum extent practicable in light of such determination, implement and give effect to the intentions of the parties as reflected herein, and the other provisions of this Agreement shall, as so amended, modified or supplemented, or otherwise affected by such action, remain in full force and effect.

13.7 REPRESENTATIONS AND WARRANTIES. Each of the PARTICIPATING COMMUNITIES and COUNTY hereby represents and warrants as to itself as follows:

- (a) It is duly organized and validly existing under the constitution and laws of the state of Florida, with full legal right, power and authority to enter into and perform its obligations hereunder;
- (b) This Agreement has been duly authorized, executed and delivered by it and constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms (except as such enforceability may be limited by Article X, Section 13 of the Florida Constitution or bankruptcy, moratorium, reorganization or similar laws affecting the right of creditors generally).

13.8 JOINT PREPARATION

Each party and its counsel have participated fully in the review and revision of this Agreement and acknowledge 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. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any party.

13.9 JURISDICTION, VENUE, WAIVER OF JURY TRIAL

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. All parties agree and accept that jurisdiction of any controversies or legal problems arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder, shall be exclusively in the state courts of the Seventeenth Judicial Circuit in Broward County, Florida, and venue for litigation arising out of this Agreement shall be exclusively in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. **BY ENTERING INTO THIS AGREEMENT, PARTICIPATING COMMUNITIES AND COUNTY HEREBY EXPRESSLY**

WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.

13.10 MULTIPLE ORIGINALS

Multiple copies of this Agreement may be executed by all parties, each of which, bearing original signatures, shall have the force and effect of an original document.

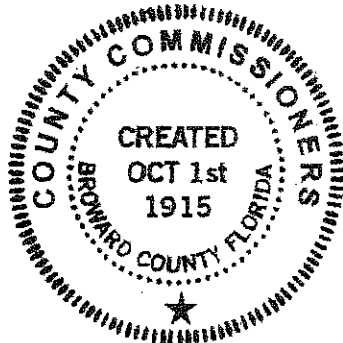
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IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the 8th day of January, 2013, and each PARTICIPATING COMMUNITY, signing by and through officers duly authorized to execute same.

COUNTY

ATTEST:

[Signature]
for Broward County Administrator, as
Ex-officio Clerk of the Broward County
Board of County Commissioners



BROWARD COUNTY, by and through
its Board of County Commissioners

By *[Signature]*
Mayor
27 day of February, 2013

Approved as to form by
Joni Armstrong Coffey
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-6968

By *[Signature]* 2/22/13
Noel M. Pfeffer (Date)
Deputy County Attorney

NMP:slw

PARTICIPATING COMMUNITY

WITNESS:

City of Lauderdale Lakes

Name of Participating Community

Celestine Dunmore

[Signature]

12th day of February, 20 13.

ATTEST: SA

By [Signature]

City Manager

[Signature]

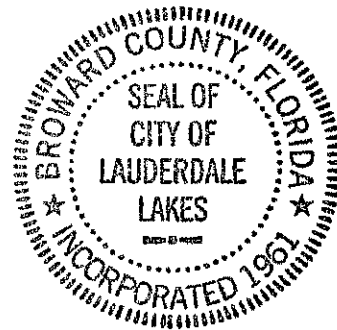
City Clerk

12th day of February, 20 13

APPROVED AS TO FORM:

[Signature] 2/12/13
City Attorney

(CORPORATE SEAL)



NMP:slw
12-19-12
NMP-Disposal LA121912.doc

EXHIBIT A
NAMES OF PARTICIPATING COMMUNITIES

EXHIBIT B
NOTICES FOR PARTICIPATING COMMUNITIES

EXHIBIT C

NOTICE OF MUNICIPAL SELECTIONS FOR SOLID WASTE DISPOSAL

Municipality: City of Lauderdale Lakes

Residential Waste and Commercial Waste:

☒ Wheelabrator

☐ Price Option A

☐ Price Option B

☒ Price Option C

☐ Sun-Bergeron

☐ Neither

☐ Both

Describe: _____

Yard Waste

☒ Wheelabrator

☐ Sun-Bergeron

☐ Neither

Bulk Trash

☒ Wheelabrator

☐ Sun-Bergeron

☐ Neither

Construction & Demolition Debris

☒ Wheelabrator

☐ Sun-Bergeron

☐ Neither

Signature of Authorized Official _____

Date _____



BERTHA W. HENRY, County Administrator

115 S. Andrews Avenue, Room 409 • Fort Lauderdale, Florida 33301 • 954-357-7362 • FAX 954-357-7360

April 27, 2017

To: Municipal Managers of:

Coconut Creek, Cooper City, Coral Springs, Fort Lauderdale, Lauderdale Lakes, Lazy Lake, Lighthouse Point, Margate, North Lauderdale, Plantation, Sea Ranch Lakes, Tamarac, West Park, Wilton Manors, Municipal Services District

Dear ILA Participants:

This letter is to inform you that on April 25, 2017, the Broward County Board of County Commissioners approved a motion to exercise the County's right to extend the Solid Waste Disposal Agreement with Wheelabrator through July 2, 2023.

This action will provide a disposal option for the municipalities that choose to utilize the County Agreement for an additional five years.

If you have any questions, please feel free to contact Jeff Turpin, Interim Director of Solid Waste and Recycling Services at 954-474-1840 or jturpin@broward.org.

Sincerely,

A handwritten signature in blue ink, appearing to read "Bertha W. Henry", is written over a light blue circular stamp.

Bertha W. Henry
County Administrator

c: Jeff Turpin, Interim Director, Solid Waste and Recycling Services
Thomas Hutka, Public Works Director, Broward County

AGREEMENT
BETWEEN
WHEELABRATOR ENVIRONMENTAL SERVICES INC.,
AND
BROWARD COUNTY, FLORIDA
FOR
SOLID WASTE DISPOSAL SERVICES

This Agreement is made and entered into this 26th day of June, 2012, by and between WHEELABRATOR ENVIRONMENTAL SYSTEMS INC., a Delaware Corporation, (hereinafter referred to as "Contractor"), and BROWARD COUNTY, FLORIDA, a political subdivision and body politic of the State of Florida (hereinafter referred to as the "County").

WHEREAS, Contractor and the County desire to enter into this Agreement (the "Agreement") to provide for the disposal of solid waste generated within unincorporated Broward County and the municipal boundaries of the Participating Communities (as defined below) and to set forth how such solid waste disposal services will be provided; and

WHEREAS, it is the intent of the parties that this Agreement may function as either (i) a form agreement for Broward municipalities to use as a basis for a solid waste contract with Contractor independent of County and independent of the proposed Interlocal Agreement, or alternatively (ii) this Agreement may serve as the basis for an Interlocal Agreement, whereby Participating Communities executing the Interlocal Agreement shall agree, among other things, to be bound by the terms of this Agreement; and

WHEREAS, the County is desirous of securing and maintaining a high level of professional, safe and environmentally sound solid waste disposal services in conjunction and harmony with its environmental protection and conservation policies and fiscal policies of sound, economical management; and

WHEREAS, the County has determined that it is beneficial and in the best interests of the public to enter into this Agreement.

NOW, THEREFORE, in consideration, among other things, for County enabling municipalities to Piggyback on this Agreement immediately, for County's commitment to draft and present an Interlocal Agreement offering centralized billing and other services

to Participating Communities and the mutual covenants, promises, terms and conditions set forth herein, the receipt and sufficiency of which are hereby acknowledged, Contractor and the County do hereby agree as follows:

ARTICLE 1 **DEFINITIONS**

For the purpose of this Agreement, the following definitions shall apply, unless otherwise specifically stated:

"Additional Waste" shall refer to any construction and demolition debris, tropical storm or hurricane related debris, yard-waste, recyclable materials, any large household appliances (commonly referred to as "white goods") including, without limitation, refrigerators, stoves, washing machines, drying machines, water heaters and the like, or other items of bulky waste, but in each case excluding any Unacceptable Waste.

"Alternate Disposal Facility" shall mean either: (i) the Monarch Hill Landfill, 2700 Wiles Road Pompano Beach, Florida 33073, (ii) Okeechobee Landfill Facility, 10800 N.E. 128th Avenue, Florida 33972, or (iii) such other disposal facility as may be approved by the County.

"Broward Waste" shall refer to Additional Waste, (as applicable) Commercial Waste and Residential Waste.

"Centrally Billed Participating Community(ies)" shall refer to municipalities which have executed the Interlocal Agreement and have elected to have the County perform centralized billing services and are indicated as such on Exhibit "C."

"Commercial Waste" shall refer to waste, refuse, garbage, trash and rubbish generated within unincorporated Broward County and the Participating Communities, excepting therefrom Residential Waste as defined herein and that is capable of being processed at the Disposal Facility, but shall not include Additional Waste, recyclable material that is source separated (removed from the waste stream at the point of generation) and recycled, or Unacceptable Waste.

"Contract Year" means each one year period (or portion thereof, determined on a pro-rata basis) commencing on the Disposal Commencement during the term of this Agreement.

"Directly Billed Participating Community(ies)" shall refer to municipalities which have executed the Interlocal Agreement and perform their own billing services and are indicated as such on Exhibit "C."

"Disposal Commencement Date" shall refer to the date upon which the Prior Interlocal Agreement has either terminated or expired.

"Disposal Facility(ies)" shall refer individually to either the North Disposal Facility or South Disposal Facility, and collectively to the North Disposal Facility and the South Disposal Facility together.

"Disposal Services" refers to everything required to be furnished and done by the Contractor pursuant to this Agreement. Disposal Services include, but are not limited to, the employment and furnishing of all labor, materials, equipment, supplies, tools, storage, transportation, insurance, sales, delivery and other things and kinds of services whatsoever necessary for the receipt, processing, and disposal of Broward Waste, and any associated residual materials.

"Disposal Services Fee" shall mean the per-ton rate charged by the Contractor for providing the Disposal Services in accordance with this Agreement.

"Disposal Services Fee Adjustment Factor" shall refer to the adjustment that may be applied to the Disposal Services Charge on an annual basis, as calculated using the Bureau of Labor Statistics Index Series ID CWUR0300SA0, Consumer Price Index - Urban Wage Earners and Clerical Workers.

"Effective Date" shall refer to the date that this Agreement has been executed by both the County and the Contractor.

"Force Majeure" means any event or condition having a material and adverse effect on the rights, duties and obligations of a party hereunder that is beyond the reasonable control, and not the result of willful or negligent action or omission or a lack of reasonable diligence, of the party relying thereon as justification for not performing. Such events or conditions may include, but shall not be limited to: an act of God, epidemic, hurricane, earthquake, fire, explosion, storm, flood or similar occurrence, an act of war, effects of nuclear radiation, blockade, insurrection, riot, labor unrest (other than with respect to employees of the party claiming relief), civil disturbance, restraint of government or people or similar occurrences, or damage caused by Hazardous Waste, explosives or radioactive waste entering a Disposal Facility unless knowingly accepted by Contractor. In any event, Force Majeure shall not include the following:

- (a) the failure of any subcontractor or any supplier to furnish labor, services, materials or equipment, unless caused by an event of Force Majeure;
- (b) the suspension, termination, interruption, denial or failure of renewal of any permit, license, consent, authorization or approval relating to the operation of a Disposal Facility which is the result of any action or inaction or failure of compliance by Contractor or any affiliate;
- (c) any change in law (other than to the extent that Contractor's physical ability to process Broward Waste is eliminated due to a change in law);
- (d) loss or unavailability of personnel desired by Contractor to operate or maintain a Disposal Facility;
- (e) wear and tear or obsolescence of any parts or equipment utilized in or at a Disposal Facility; or

- (f) except as a result of an independent event of Force Majeure, the loss of or inability to obtain or retain any utility services, including water, sewerage, fuel oil, gasoline and electric power necessary for the operation of the Disposal Facility.

"Hazardous Waste" means any waste, substance, object or material deemed hazardous under (i) Section 403.703, Florida Statutes; (ii) RCRA, 42 U.S.C.A § 6901, *et seq.*; (iii) CERCLA, 42 U.S.C.A. § 9601, *et seq.*; (iv) Toxic Substances Control Act, 15 U.S.C. §2601, *et seq.*, and in each case, applicable regulations promulgated thereunder.

"Interlocal Agreement" shall mean the Interlocal Agreement to be entered into among County and Participating Communities which provides, at a minimum, a requirement for the County and Participating Communities to be bound by the terms of this Agreement and to perform such obligations as contemplated therein, provides Participating Communities the option to choose from the two approved vendors and vendors price proposals and the option to receive, at the Participating Communities expense, additional County services, including but not limited to, centralized billing services by County, flow control enforcement by County, and other County waste disposal related services.

"Licensed Waste Haulers" shall refer to Licensed Commercial Waste Haulers and Licensed Residential Waste Haulers.

"Licensed Commercial Waste Hauler(s)" shall refer to the private haulers that are permitted to conduct collection and hauling of Commercial Waste and/or Additional Waste generated from non-residential property within unincorporated Broward County or the Participating Communities and that are directed to deliver the Commercial Waste to the Disposal Facilities pursuant to this Agreement or the Interlocal Agreement.

"Licensed Residential Waste Hauler(s)" shall refer to the private haulers that are permitted to conduct collection and hauling of Residential Waste and/or Additional Waste within unincorporated Broward County or the Participating Communities and that are directed to deliver the Residential Waste to the Disposal Facilities pursuant to this Agreement or the Interlocal Agreement.

"North Disposal Facility" shall refer to the waste to energy facility located at 2600 Wiles Road, Pompano Beach, Florida, which is owned and operated by WNB, where the Broward Waste may be delivered for final disposal as part of the Disposal Services.

"Participating Community(ies)" shall refer to the municipalities which are listed on Exhibit "C", as updated during the term of this Agreement, and have signed the Interlocal Agreement. Participating Communities may also include the County, as to the unincorporated area of Broward County, in the event County elects to deliver its Broward Waste to Contractor as evidenced by indicating County as a Participating Community on Exhibit "C," in which event the County shall be deemed a Participating Community for the purposes of this Agreement.

"Person" means any individual or business entity, including, without limitation, any corporation, limited liability companies, partnership, business trust or partnership.

"Prior Interlocal Agreement" shall refer to the Agreement between the Broward Solid Waste Disposal District and the Contract Communities consisting of the participating political subdivisions within Broward County.

"Processed Waste" shall refer to Commercial Waste and Residential Waste that is processed at the Disposal Facilities.

"Recycling" shall refer to any process by which solid waste, or materials that would otherwise become solid waste, are collected, separated, or processed and reused or returned to use in the form of raw materials or products.

"Residential Waste" shall refer to waste, refuse, garbage, trash and rubbish generated within the unincorporated County or the Participating Communities from "residential property" (as such term or equivalent term is defined by the County with respect to the unincorporated County and by each Participating Community with respect to waste generated within such Participating Community) and that is capable of being processed at the Disposal Facility, but shall not include Additional Waste, recyclable material that is source separated (removed from the waste stream at the point of generation) and recycled, or Unacceptable Waste.

"South Disposal Facility" shall refer to the waste to energy facility located at 4400 South State Road 7, Davie, Florida, which is owned and operated by WSB, where the Broward Waste shall be delivered for final disposal as part of the Disposal Services.

"Unacceptable Waste" shall refer to: (a) Hazardous Waste, (b) lead acid batteries, (c) nuclear waste, (d) radioactive waste, (e) sewage sludge, (f) explosives, (g) asbestos containing materials, (h) beryllium-containing waste, (i) nickel cadmium batteries, (j) mercury containing devices, (k) untreated biomedical waste, (l) biological waste, (m) appliances containing chlorofluorocarbons (CFC's) or items of waste that a Company reasonably believes would be likely to pose a threat to health or safety or the acceptance and disposal of which may cause damage to the Disposal Facility or that are prohibited by state or federal law.

"WNB" shall refer to Wheelabrator North Broward Inc., a Delaware corporation and wholly-owned subsidiary of Contractor.

WSB" shall refer to Wheelabrator South Broward Inc., a Delaware corporation and wholly-owned subsidiary of Contractor.

ARTICLE 2

DISPOSAL SERVICES

2.1 Contractor Services. Contractor shall provide solid waste Disposal Services to the Participating Communities and shall accept and weigh all Broward Waste delivered by the Participating Communities and the Licensed Waste Haulers for disposal at the appropriate Disposal Facility(ies) during the term of, and in accordance with, this Agreement.

2.2 Delivery of Broward Waste. Participating Communities shall deliver or cause to be delivered to the appropriate Disposal Facility all Commercial Waste and Residential Waste collected by the Participating Communities and the Licensed Waste Hauler(s). Any Licensed Waste Haulers may, but shall not be obligated to, deliver any Additional Waste to the Disposal Facility for disposal by Contractor or its affiliates. The Interlocal Agreement shall include an obligation by the Participating Communities to comply with the applicable provisions of this Section 2.2.

2.2.1 Residential Waste Delivered by Participating Communities. If a Participating Community collects the Residential Waste and hauls the Residential Waste to Contractor, the Participating Community shall be responsible for Unacceptable Waste brought to either Disposal Facility by the Participating Community.

2.2.2 Residential Waste Delivered by Licensed Residential Waste Hauler. Waste hauling contracts for the collection of Residential Waste, including any renewal of existing waste hauling contracts, entered into by a Participating Community and a Licensed Residential Waste Hauler after the Effective Date of this Agreement shall include the following: (a) the definition of Residential Waste set forth in this Agreement, (b) Licensed Residential Waste Hauler's obligation to be responsible for Unacceptable Waste brought to either Disposal Facility, (c) Licensed Residential Waste Hauler's obligation to indemnify Contractor and add Contractor as additional insured for all losses for death, personal injury, and property damage caused by the negligence or intentional misconduct of Licensed Residential Waste Hauler delivering waste on behalf of the Participating Community, (d) a requirement for the Licensed Residential Waste Hauler(s) to deliver all collected Residential Waste to the Disposal Facilities or as otherwise provided pursuant to Section 5.2, and (e) hours of operation for the Disposal Facility during which the Licensed Residential Waste Hauler shall be authorized to deliver Broward Waste to the Disposal Facilities.

2.2.3 Commercial Waste Delivered by Licensed Commercial Waste Haulers. Each Participating Community shall require Licensed Commercial Waste Haulers to execute a license agreement with the Participating Community that sets forth the payment procedure in Section 4.6 for Commercial Waste Disposal Services, and requires the Licensed Commercial Waste Hauler(s) to deliver all collected Commercial Waste to the Disposal Facilities as otherwise provided pursuant to Section 5.2. In addition, each Directly Billed Participating Community shall require the Licensed Commercial Waste Hauler(s) to provide a performance

bond (in a form and from an issuer reasonably acceptable to Contractor) in favor of Contractor in an amount that covers a ninety (90) day Disposal Services Fee payment period for Commercial Waste Disposal Services for such Directly Billed Participating Community, calculated pursuant to Article 4 and based on the 60 day average tonnage of Commercial Waste delivered by the Licensed Commercial Waste Hauler(s) to Contractor during the twelve (12) month period immediately preceding the execution of the license agreement between Participating Community and Licensed Commercial Waste Hauler(s) entered into after the Effective Date of this Agreement. The sufficiency of the value of the performance bond shall be reviewed on an annual basis and the required bond value may be increased or decreased based on an increase or decrease in a Licensed Commercial Waste Haulers' Commercial Waste delivery obligations. A Licensed Commercial Waste Hauler providing services for multiple Directly Billed Participating Communities may provide one aggregate bond meeting the requirements set forth herein.

- 2.3 Weighing Waste. Contractor shall utilize and maintain motor truck scales at the Disposal Facilities to weigh the Licensed Waste Haulers' vehicles delivering Broward Waste to the Disposal Facility. Contractor shall weigh the Licensed County Waste Haulers' vehicles upon entering and exiting the Disposal Facility site, with the weight difference resulting in the tons of Broward Waste actually delivered.
- 2.4 Monthly Reports. Contractor shall provide monthly reports to the County, within sixty (60) days after the end of the subject month, that include the number of tons of Broward Waste actually delivered to the Disposal Facilities for the subject month listing the delivering party's name (County or Licensed Waste Hauler(s)) and the number of transactions for each delivering party. Such reports shall be provided in a form reasonably acceptable to the County. Upon request, the Contractor will provide monthly reports to a Participating Community detailing deliveries of Broward Waste made by or on behalf of such Participating Community.

ARTICLE 3

TERM OF AGREEMENT

- 3.1 Initial Term. This Agreement shall take effect upon the Effective Date and, beginning upon the Disposal Commencement Date, shall continue for a five (5) year period of time ("Initial Term"), unless renewed or terminated earlier by the parties as set forth herein.
- 3.2 Renewals. This Agreement may be renewed for up to three (3) additional, successive five year terms (each renewal is a "Renewal Term") upon the terms set forth herein. The first Renewal Term shall be at the election of the County, and if the County wishes to exercise its renewal right, the County shall provide written notice thereof to the Contractor not less than ninety (90) days prior to the

expiration of the Initial Term. If the County does not elect to exercise its right to the first Renewal Term, this Agreement shall terminate at the expiration of the Initial Term. If the County exercises its right to the first Renewal Term, then, following the first Renewal Term, any addition Renewal Terms shall require mutual written consent by the County and Contractor. The County shall provide notice of its intent to renew not less than eighteen (18) months prior to the expiration of the Initial Term or any Renewal Term (as the case may be). If the Contractor is willing to consent to the renewal, it shall respond in writing within not less than forty-five (45) days. Failure to respond within such period shall be deemed a rejection of the intent to renew. If County and Contractor fail to agree on the terms and conditions of renewal at least twelve (12) months prior to the expiration of a Renewal Term, this Agreement shall expire at the end of such Renewal Term.

- 3.3 Termination and Extension. This Agreement may only be terminated as provided in Article 6 of this Agreement. In the event that this Agreement is terminated as a result of Contractor's default, or County's default not due to County's non-payment, County shall have the right to an extension of Disposal Services for up to twelve (12) months provided that the County specifies the desired length of the extension in the termination letter, or extension request letter, transmitted to Contractor. In the event County exercises its right to an extension, this Agreement shall be deemed automatically extended for the period specified in the notice transmitted to Contractor. The remunerations to be paid to the Contractor during this extension period shall be based upon the Disposal Service Fees in effect at the time of such termination, which shall be escalated as provided herein as if the term extended through the extension period. County shall not be entitled to an extension of Disposal Services if Contractor terminates this Agreement due to County's default for failure to make payment to Contractor in accordance with this Agreement. Notwithstanding any language herein to the contrary, County and Contractor retain their rights during any such extension to seek damages for material breach or material default of this Agreement by either party.
- 3.4 Alternate Disposal during Renewal Term. If, during any Renewal Term, the continued operation of the Disposal Facilities have become uneconomic due to increased capital or operating costs attributable to a change in local, state, or federal law or regulation, and, as a result, the Contractor has provided County with written notice that it has decided to cease operation of the Disposal Facilities (which notice shall provide at least nine (9) month's notice of the planned date for cessation of operations), the County may thereafter elect, at its sole option, to terminate this Agreement at any time by providing at least three (3) months' notice, provided that the termination date shall not be later than the planned date for cessation of operations. With the exception of liabilities accrued prior to the effective date of termination, the Contractor shall have no further liability to the County following the effective date of such termination. Should County not elect to terminate this Agreement Contractor shall thereafter be entitled to direct the

Participating Communities to deliver, and require that any Licensed Waste Haulers deliver, any Commercial Waste or Residential Waste to an Alternate Disposal Facility designated by Contractor. In such circumstances, (i) the Alternate Disposal Facility shall be considered to be the "Disposal Facility" for all purposes under this Agreement, and (ii) Contractor shall be responsible for any incremental tipping fees above the Disposal Services Fee, and for any actual reasonable documented incremental cost for transportation of the Commercial Waste and Residential Waste to the Alternate Disposal Facility.

ARTICLE 4 **SERVICE FEE**

- 4.1 Disposal Services Fee. After each operating month, the Contractor shall invoice the County for Centrally Billed Participating Communities and each Directly Billed Participating Community for Residential Waste Disposal Services and the County for Centrally Billed Participating Communities and the Licensed Commercial Waste Hauler(s) for each Directly Billed Participating Community for Commercial Waste Disposal Services based upon the per ton Disposal Service Fee set forth on attached **Exhibit "A"** and which has been selected by the Participating Community as set forth on **Exhibit "C"**. Any Additional Waste delivered by a Participating Community or any Licensed Residential Waste Hauler shall be included in the tonnage billed to the County (for the Centrally Billed Participating Communities), and the Directly Billed Participating Communities, and any Additional Waste delivered by a Licensed Commercial Waste Hauler shall be included in the tonnage billed to the Licensed Commercial Waste Hauler.
- 4.2 Disposal Services Fee Adjustments. Beginning on the first October 1 after the one (1) year anniversary of the Disposal Commencement Date of this Agreement, and on each October 1 thereafter, the Disposal Services Fee shall be subject to adjustment with a cap not to exceed 5% for any year and a floor of not less than 1%, by multiplying the Disposal Services Fee by the Disposal Services Fee Adjustment Factor. The result of the calculation shall become the maximum Disposal Services Fee permitted to be charged by Contractor to County for the 12 months following the Disposal Services Fee adjustment. The 12 month change (using March of each year as the base month) in the Bureau of Labor Statistics Index Series ID CUUR0000SA0, Consumer Price Index – All Urban Consumers shall be used to calculate the Disposal Services Fee Adjustment Factor subject to and not to exceed the 5% cap and 1% floor for any year.
- 4.3 Most Favored Pricing.
- 4.3.1 In the event that Contractor subsequently enters into an agreement for a term of more than twelve (12) months (including any unilateral renewal and option periods) for the disposal of solid waste generated anywhere within Broward, Miami-Dade or Palm Beach County (an "Eligible Agreement"), Contractor shall provide the County with a copy of the Eligible Agreement within

sixty (60) days of execution thereof. If the County determines that the contract includes a Net Disposal Fee that is less than the Disposal Services Fee set forth herein, the County may provide written notice to Contractor of County's determination, and, if the County does so, the Disposal Services Fee shall automatically be reduced for all Participating Communities to the Net Disposal Fee set forth in the Eligible Agreement, such change to be effective retroactively as of the effective date of Eligible Agreement. Thereafter, the parties shall proceed under this Agreement in accordance with the lower Net Disposal Fee (subject to annual adjustments as provided in Section 4.2).

- 1.1.1 4.3.2 For the purposes of this Agreement, the "Net Disposal Fee" offered under the Eligible Agreement shall be the actual per-ton cost offered by Contractor to the other party to the Eligible Agreement. In calculating the Net Disposal Fee all "Economic Incentives" which are defined to mean monies, economic benefits and consideration received by the other party of whatever nature (e.g. signing bonus, revenue sharing, other credits, etc.) shall be taken into account by reducing the per-ton cost by the amount of the Economic Incentives to determine the Net Disposal Fee. Any actual costs associated with disposal which are required to be paid by the other party (e.g. pass throughs, etc.) shall be included in the calculation of Net Disposal Fee.

- 4.4 Discriminatory Tax Adjustments. If the State of Florida, County or a municipality, in the event a Contractor facility located in the unincorporated area of Broward County is subsequently annexed into such municipality, enacts a tax or fee applicable only to the disposal of municipal solid waste, or specifically targeting the ownership or operation of one or both of the Disposal Facilities, then the Disposal Services Fee shall be increased by the pro-rata amount (based upon the amount of Broward Waste as a proportion of all waste delivered to the Disposal Facility) of such tax or fee actually paid by Contractor and attributable to the Disposal of the County's Waste pursuant to this Agreement.

4.5 Payment Procedure.

4.5.1 Each month, Contractor shall calculate the amount of Disposal Service Fees owed to the Contractor by the Centrally Billed Participating Communities and Directly Billed Participating Community for Residential Waste and (if any) Additional Waste Disposal Services, based on the provisions of this Agreement, and shall submit an invoice in substantially the form attached hereto as Exhibit "E" to each Directly Billed Participating Community for payment. The invoice to the County shall be due within thirty (30) days of receipt.

4.5.2 On a bi-weekly basis, Contractor shall calculate the amount of Disposal Service Fees owed to the Contractor by the Licensed Commercial Waste Hauler(s) for Commercial Waste and (if any) Additional Waste Disposal Services, based on the provisions of this Agreement, and shall submit an invoice to the Licensed Commercial Waste Hauler(s) for payment. The invoice to the Licensed Commercial Waste Hauler(s) shall be due within fifteen (15) days of receipt.

4.5.3 Residential Waste Disposal Services. If the County or Directly Billed Participating Community (as applicable) disagrees with the amount stated in the invoice provided pursuant to Section 4.5.1, the County or Directly Billed Participating Community (as applicable) shall notify the Contractor of such dispute. The County or Directly Billed Participating Community (as applicable) shall make payment to Contractor of undisputed invoiced amounts within thirty days after receipt of the invoice. In the event of a disputed amount, the parties shall reasonably attempt to discover the cause of any discrepancy between the parties, and if a resolution is not reached within forty-five (45) days of receipt of the invoice, the parties agree to work in good faith to settle the dispute (for amounts greater than \$25,000) by mediation by a mutually acceptable mediator. In the event the parties are not able to resolve the dispute through mediation within forty-five (45) days, then the parties may resolve the dispute by availing themselves to litigation. The existence of a dispute shall not delay payment of undisputed amounts to Contractor, or relieve Contractor of its obligations under this Agreement.

4.5.4 Commercial Waste Disposal Services. If the Licensed Commercial Waste Hauler(s) disagrees with the amount stated in the invoice provided pursuant to Section 4.5.2, the Licensed Commercial Waste Hauler(s) shall notify the Contractor of such dispute. The Licensed Commercial Waste Hauler(s) shall make payment to Contractor of undisputed invoiced amounts within thirty (30) days after receipt of the invoice. In the event of a disputed amount, the parties shall reasonably attempt to discover the cause of any discrepancy between the parties, and if a resolution is not reached within forty-five (45) days of receipt of the invoice, the parties shall resolve the dispute in a manner permitted by Florida law. The existence of a dispute shall not delay payment of undisputed amounts to Contractor, or, except as set forth herein, relieve Contractor of its obligations to County under this Agreement. In the event the Licensed Commercial Waste Hauler(s) fails to make payment to Contractor for Commercial Waste Disposal Services as required by this Agreement, Contractor shall notify the County of such non-payment and Contractor shall have the right to make a claim for payment under the performance bond (required by Section 2.2.3) for the properly invoiced outstanding amounts due for Commercial Waste Disposal Services pursuant to this Agreement. If the unpaid amount exceeds 80% of the performance bond provided by the Licensed Commercial Hauler pursuant to Section 2.2.3 and then available to Contractor, Contractor shall be entitled to reject any Commercial Waste delivered by such Licensed Commercial Waste Hauler until such time as all unpaid amounts have been received by Contractor and the Contractor is in possession of a performance bond meeting the requirements of Section 2.2.3.

4.6 Revenue Share

4.6.1 - Applicable to Participating Communities who have selected Pricing Option 1 on Exhibit "A": In the event that the actual annual average electricity revenue dollar per megawatt hour sold during a Contract Year for the Contractor exceeds \$88.00/MwH, adjusted annually consistent with Section 4.2, then in such Contract Year, the Contractor will give a credit to the County (with respect to each Centrally Billed Participating Community) or each Directly Billed Participating Community equal to (a) 25% multiplied by (b) a fraction, the numerator which is the tons of Processed Waste delivered by the Participating Community and the denominator of which is the total tons of Processed Waste delivered to the Disposal Facilities by all Persons during such period multiplied by (c) the total megawatt hours sold by the Contractor during such period multiplied by (d) the difference between the actual annual average revenue dollar per megawatt hour sold during such Contract Year for the Contractor and \$88.00/MwH, adjusted annually consistent with Section 4.2. The revenue dollars above will be calculated net of fees related to power sales (i.e. transmission, distribution, marketing, etc.) The minimum credit due to Participating Community per this paragraph shall be \$0.75, adjusted annually consistent with Section 4.2, times the tons of Processed Waste delivered by such Participating Community.

In the event that the actual annual average revenue dollar per net ferrous metal ton recovered from the ash stream for the Contractor exceeds \$50.00/ton, adjusted annually consistent with Section 4.2, during a Contract Year, then in such Contract Year, the Contractor will give a credit to the County (with respect to each Centrally Billed Participating Community) or each Directly Billed Participating Community equal to (a) 25% multiplied by (b) a fraction, the numerator which is the tons of Processed Waste delivered by the Participating Community and the denominator of which is the total tons of Processed Waste delivered to the Disposal Facilities by all Persons during such period multiplied by (c) the total net ferrous metal tons recovered from the ash stream that are sold by the Contractor during such period multiplied by (d) the difference between the actual annual average revenue dollar per net ferrous metal ton for the Contractor and \$50.00/ton, adjusted annually consistent with Section 4.2. The revenue dollars above will be calculated net of fees related to metals sales (i.e. transportation, marketing, etc.), The "net" ferrous metal ton refers to the intended exclusion of the ash entrained in the outbound metals which does not yield revenue. The minimum credit due to Participating Community per this paragraph shall be \$0.50, adjusted annually consistent with Section 4.2, times the amount of Processed Waste tons delivered by such Participating Community.

The Annual Settlement calculations above will be completed annually within 90 days after the Contract Year and any credit due hereunder shall be paid to the County or any Directly Billed Participating Community within 30 days thereafter.

4.6.2 - Applicable to Participating Communities who have selected Pricing Option 2 on Exhibit "A": In the event that the actual annual average electricity revenue dollar per megawatt hour sold during a Contract Year for the Contractor exceeds

\$25.00/MwH, adjusted annually consistent with Section 4.2, then in such Contract Year, the Contractor will give a credit to the County (with respect to each Centrally Billed Participating Community) or each Directly Billed Participating Community equal to (a) 25% multiplied by (b) a fraction, the numerator of which is the tons of Processed Waste delivered by the Participating Community and the denominator of which is the total tons of Processed Waste delivered to the Disposal Facilities by all Persons during such period multiplied by (c) the total megawatt hours sold by the Contractor during such period multiplied by (d) the difference between the actual annual average electricity revenue dollar per megawatt hour sold during such Contract Year for the Contractor and \$25.00/MwH, adjusted annually consistent with Section 4.2. The revenue dollars above will be calculated net of fees related to power sales (i.e. transmission, distribution, marketing, etc.) This calculation will be completed annually within ninety (90) days after the Contract Year and any credit due hereunder shall be paid to the County or any Directly Billed Participating Community.

ARTICLE 5

OPERATION OF DISPOSAL FACILITY

- 5.1 Personnel and Equipment Requirement. Contractor shall provide, at its sole expense, all necessary personnel, materials and equipment for the operation, maintenance and repair of the Disposal Facilities.
- 5.2 Disposal Locations and Alternate Disposal Facility. In the event that either the South or North Disposal Facility (but not both) is rendered incapable to receive the Broward Waste for any length of time, the Participating Communities and the Licensed Waste Hauler(s) shall be required to dispose of Broward Waste at the other Disposal Facility at no additional disposal expense to the Participating Communities or Licensed Waste Hauler. In the event that both Disposal Facilities are rendered incapable, for any reason, to receive the Broward Waste for any length of time, the Participating Communities and the Licensed Waste Hauler(s) shall be required to dispose of Broward Waste at the Alternate Disposal Facility. In the event that both Disposal Facilities and the Alternate Disposal Facility are rendered incapable, for any reason, to receive the Broward Waste for any length of time, Contractor shall, within twenty-four (24) hours, provide the Participating Communities with another designated Alternate Disposal Facility, subject to Participating Communities approval (which shall not be unreasonably withheld), where the County and the Licensed County Waste Hauler(s) shall be required to dispose of Commercial Waste and Residential Waste. Reimbursements for any incremental tipping fee amount paid that exceeds the Disposal Services Fee, and for any actual and necessary incremental cost for transportation of the Participating Communities Commercial Waste and Residential Waste necessitated by the incapacity of both the Disposal Facilities and the Alternate Disposal Facility shall be determined in accordance with Section 5.3 below. Contractor shall not transport and/or dispose of the Broward Waste at a different

disposal facility, unless approved by the County in its sole and absolute discretion.

5.3 Alternate Disposal Facility Associated Costs.

5.3.1 In the event that the designated Disposal Facility is rendered incapable to receive the Broward Waste for any length of time for any reason except for Force Majeure or the negligence or intentional misconduct of City or City's Licensed Waste Hauler, Contractor shall reimburse the Participating Communities or the Licensed Waste Hauler, as applicable, for any incremental tipping fee amount paid at the Alternate Disposal Facility pursuant to Section 5.2 that exceeds the Disposal Services Fee, and for any actual and necessary incremental cost for transportation of the Participating Communities Waste to the Alternate Disposal Facility necessitated by the incapacity of Contractor's Disposal Facility.

5.3.2 In the event that the designated Disposal Facility is rendered incapable to receive the Broward Waste for any length of time due to Force Majeure or the negligence or intentional misconduct of the Participating Communities or Licensed Waste Hauler, the County and the Licensed Waste Hauler shall not receive any reimbursement for any additional tipping fees paid at the Alternate Disposal facility or, except as set forth herein, incremental transportation costs necessitated by the incapacity of Contractor's Disposal Facility, however, the Participating Communities and the Licensed Hauler shall be reimbursed by the Contractor for any actual and necessary incremental cost for transportation of Commercial Waste and Residential Waste to an Alternate Disposal Facility necessitated by the incapacity of Contractor's Disposal Facility due to Force Majeure.

5.4 Dates and Hours of Operation. Contractor shall keep its Disposal Facilities open for the receipt of Broward Waste from the Participating Communities and/or Licensed County Waste Hauler from 6:00 a.m. to 6:00 p.m., Monday through Friday, and from 6:00 a.m. to 4:00 p.m. on Saturday, during every day of the year, excluding Christmas and Sundays. To the extent permitted by law and to the extent that capacity is available, Contractor shall use all reasonable efforts to keep the Disposal Facilities open for additional hours to accept Broward Waste.

5.5 Good Working Order Requirement. Contractor shall operate and maintain its Disposal Facilities in good working order, and shall timely make all necessary repairs and replacements, consistent with the prevailing standards in the waste-to-energy industry, and consistent with steam and electrical generating plant practices. Contractor shall maintain the safety of its Disposal Facilities consistent with applicable law and prevailing boiler and electrical generating plant practices.

5.6 Unacceptable Waste.

5.6.1 The Participating Communities shall institute all reasonable procedures to prevent the delivery to the Disposal Facilities of Unacceptable Waste by the Participating Communities, or its agents or contractors. To the extent such procedures would affect the operation of the Disposal Facilities such procedures shall be reasonably acceptable to the Contractor.

5.6.2 The Contractor shall cooperate with the Participating Communities in connection with all matters regarding Unacceptable Waste under this Agreement. The Contractor shall use all reasonable efforts to identify the source of any Unacceptable Waste delivered to the Disposal Facilities.

5.6.3 Should any Unacceptable Waste be delivered to a Disposal Facility, such Unacceptable Waste shall be removed, transported and disposed of by the Contractor in accordance with applicable law governing such wastes, and the Contractor shall clean up the Disposal Facility to the extent required as a result of any such delivery of Unacceptable Waste. The costs of such removal, transport, disposal and clean-up shall be allocated in the following manner:

- i. Should the Person delivering such Unacceptable Waste be known or identified, and should such Person be a Person delivering waste to the Disposal Facility by or on behalf of the County, the costs associated with such removal, transport, disposal and Disposal Facility clean-up shall be borne by the County, provided that Contractor shall use all commercially reasonable efforts to collect such amounts from the Person delivering Unacceptable Waste to the Disposal Facility before seeking recovery from the County.
- ii. Should the Person delivering such Unacceptable Waste be known or identified, and should such Person be a Person delivering waste to the Disposal Facility by or on behalf of a Directly Billed Participating Community, the costs associated with such removal, transport, disposal and Disposal Facility clean-up shall be borne by the Directly Billed Participating Community, provided that Contractor shall use all commercially reasonable efforts to collect such amounts from the Person delivering Unacceptable Waste to the Disposal Facility before seeking recovery from the Directly Billed Participating Community.
- iii. Should the Person delivering such Unacceptable Waste be known or identified, and should such Person be a Person delivering waste to the Disposal Facility other than by or on behalf of the County, the costs associated with such removal, transport, disposal and Disposal Facility clean-up shall be borne by Contractor.
- iv. Should the Person delivering such Unacceptable Waste be unknown or unidentifiable, the costs associated with such removal, transport, disposal and Disposal Facility clean-up shall be borne by the Contractor.

5.7 Energy Production and Recycling Guarantee.

5.7.1 Contractor acknowledges that the State of Florida has legislated certain goals with respect to the Recycling of solid waste. As currently drafted, Section 403.706(4)(a), Florida Statutes, provides that each mega-watt hour ("MwH") generated by a waste-to-energy facility using solid waste as fuel shall count as one (1) ton of Recycled material for the purposes of the County's Recycling goals implemented by the State of Florida.

5.7.2 In support of the County's Recycling objectives, the Contractor shall use all reasonable endeavors to operate the Disposal Facilities in such a manner so as to ensure that each ton of Broward Waste processed at the Disposal Facility will result in the production of .50 MwH of electricity.

5.7.3 The Contractor will provide the County with monthly statements indicating the tonnage processed and corresponding energy production, provided however that compliance with Section 5.7.2 will be measured on annual basis (i.e., in each calendar year, the Disposal Facility must produce that number of MwHs as is equal to the total tonnage of Broward Waste processed in such year x .5).

5.7.4 If in any calendar year the Disposal Facility(ies) has not met the energy production requirement specified in Section 5.7.2., the County shall be entitled to a rebate equal to the greater of (i) \$250,000 or (ii) \$.25 per ton of Broward Waste processed at the Disposal Facilities in such calendar year, to be applied in two (2) equal installments against the first two (2) monthly invoices following the determination of a deficiency in energy production.

- 5.8 For any Disposal Facility or Alternative Disposal Facility within Broward County, which, as of the Effective Date, is not permitted or operational, prior to the Contractor utilizing such Facility under the terms of this Agreement, Contractor shall provide written documentation to the County demonstrating to the County's satisfaction that specific measures have been taken to prevent or minimize impacts upon affected adjacent property within three hundred (300) feet of a boundary of the parcel containing the Alternative Disposal Facility. Affected adjacent property includes land within a residential land use plan category, a residential zoning district, or land currently used for residential, school or medical care purposes. Impacts which the Contractor shall be required to mitigate include the effects of excessive noise, objectionable odors, visible emissions, particulate matter (including dust, smoke, soot, and aerosols), solid wastes, hazardous wastes, fire and explosion. Mitigation may include but is not limited to the provision of adequate setbacks, buffers, landscaping, fencing, walls, enclosed areas, and best available technology. Written documentation for operation and mitigation shall be reviewed by the County within thirty (30) days of submittal. Approval by the County, which shall not be unreasonably withheld, must be obtained prior to such Facility or Alternative Disposal Facility being utilized under the terms of this Agreement. Conversion of any Facility or Alternative Disposal Facility, for treating one type of waste in lieu of another, or for treating additional

types of waste, shall be required to undergo the review required in this paragraph.

ARTICLE 6 **DEFAULT**

In the event there should occur any material breach or material default in the performance of any covenant or obligation of a party hereunder that has not been remedied within thirty days after receipt of notice from the non-breaching party specifying such breach or default, subject to the terms and conditions of this Article 6, the non-breaching party may, if such breach or default is continuing, terminate this Agreement upon thirty days notice to the party in breach; provided that if such default is not a payment default and can be cured, and the party in breach shall have commenced to take reasonably appropriate steps to cure such breach or default within a reasonable period of time, the same shall not give rise to a right of termination on behalf of the non-breaching party for so long as the breaching party is continuing to take reasonable steps to cure such default or breach.

ARTICLE 7 **INSURANCE**

- 7.1 Policy Limits. Contractor shall not commence performance under this Agreement until Contractor has obtained all insurance required under this section and such Certificates of Insurance reflecting evidence of the required insurance have been filed with the County Administrator.

Contractor shall maintain insurance with minimum policy limits for each coverage as scheduled below, with such coverage per occurrence, single limit, and commencing prior to the commencement of the work and continuing to provide coverage for claims based on occurrences during the term of this Agreement (except for Pollution Liability, which may be provided on a claims made basis) for a minimum of three (3) years from the date of termination or expiration of this Agreement:

General Liability	\$1,000,000/\$2,000,000
Automobile Liability	\$1,000,000/\$2,000,000
Pollution Liability	\$25,000,000/\$50,000,000
Commercial Umbrella	\$25,000,000
Employer's Liability	\$1,000,000
Worker's Compensation	Statutory Amount

- 7.2 County as Additional Insured. The County shall be named as an additional insured on all insurance policies required under this Agreement, except Workers Compensation.

- 7.3 Insurance Company Standards. Policies required under this Agreement shall be issued by companies authorized to do business under the laws of the State of Florida, with a minimum rating from AM Best Company of A- Excellent: FSC VII.
- 7.4 Notice of Cancellation. Contractor agrees to furnish County with at least 30 days prior written notice of any cancellation of any insurance policy required under this Agreement. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, then in that event, Contractor shall furnish, at least ten days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension there under is in effect. Contractor shall not continue to work pursuant to this Agreement unless all required insurance remains in full force and effect.
- 7.5 Minimum Level of Coverage. To ensure an adequate level of outstanding insurance coverage for claims that arise from Contractor's performance under this Agreement, Contractor shall maintain a minimum outstanding level of insurance coverage during the Term of this Agreement in the amount of \$25,000,000 after deducting the amount of any claims filed or made against any policy required under this Agreement during the Term of this Agreement and the three year period set forth in Article 7.1 of this Agreement.
- 7.6 Premium Payment Responsibility. Contractor shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Agreement and shall be solely responsible for the payment of all deductibles and retentions to which such policies are subject.

ARTICLE 8

LIABILITY

- 8.1 The County and the Contractor shall each be separately liable and responsible for the actions of their respective officers, agents and employees in the performance of their respective obligations under this Agreement.
- 8.2 The Contractor shall protect, indemnify and hold the County and each Participating Community, their officials, agents, servants and employees, harmless from and against all liabilities, damages, claims, demands, judgments, losses, costs, expenses, suits, or actions and reasonable attorneys' fees, and shall defend the County in any suit, including appeals, for personal injury to or death of any person(s), or loss or damage to property, or pollution or environmental contamination, arising out of the operation of Contractor's Disposal Facilities, or the performance (or non-performance) of Contractor of its obligations under this Agreement. Contractor is not, however, required by this Article 8.2 to reimburse or indemnify for loss or claim due to the negligence or willful misconduct of the County, any Participating Community or any Licensed Waste Hauler(s).

ARTICLE 9
MISCELLANEOUS

- 9.1 Parental Guaranty. Contractor shall have its parent company, Waste Management, Inc., guarantee Contractor's performance under this Agreement by executing the Parental Guaranty set forth in Exhibit "B." The County's receipt of the Parental Guaranty executed by Waste Management, Inc. is a condition precedent to the effectiveness of this Agreement.
- 9.2 Joint Preparation. The preparation of this Agreement has been a joint effort of the parties hereto 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.
- 9.3 Merger/Amendment. This Agreement incorporates and includes all prior negotiations, correspondence, agreements or 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 Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written. It is further agreed that no change, amendment, alteration or modification in the terms and conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith by all parties to this Agreement. Provided however, that Section 2.2 of the Amended and Restated North Solid Waste Disposal Service Agreement between County and Wheelabrator North Broward, Inc., dated as of February 1, 2001 and Section 2.2(b) of the Amended and Restated South Solid Waste Disposal Agreement between County and Wheelabrator South Broward Inc., dated as of February 1, 2001 remain in effect unless and until modified or eliminated by subsequent agreement between County and the companies.
- 9.4 Assignment. Except as provided herein, the Contractor may not assign its obligations as set forth in this Agreement without the prior written consent of the County. The Contractor may (i) without the consent of the County, (a) transfer, assign or pledge Contractor's interest in this Agreement in connection with any financing or re-financing activity or (b) assign this Agreement to another affiliate of Contractor (provided that the parent guaranty remains in place); and (ii) with the consent of the County, which may not be unreasonably withheld or delayed, assign this Agreement in connection with a sale or assignment of its interest in the Disposal Facilities, provided that Contractor can reasonably demonstrate to the County that the assignee has a financial strength which is equal to or better than that of Contractor at the time of the proposed assignment, and the proposed assigned (or its affiliates) has a commercially reasonable level of prior experience and/or current capability with respect to the operation of a waste-to-energy facility. This Agreement shall be binding on any and all successors to Contractor.

9.5 Records. Except as otherwise provided herein, the County and Contractor shall each maintain their own respective records and documents associated with this Agreement in accordance with the requirements for records retention set forth in Chapter 119, Florida Statutes.

9.6 Audit and Inspection Rights and Retention of Records. County shall have the right to audit the books, records and accounts of Contractor that are related to this Agreement. Any Participating Community may participate in any audit performed by the County pursuant to this Section 9.6. Contractor shall keep such books, records, and accounts reasonably required to document and substantiate Contractor's performance under this Agreement, including, but not limited to, records concerning calibration of the motor truck scales and the monthly reports required under Section 2.4.

Contractor shall preserve and make available, at reasonable times for examination and audit by County, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act (Chapter 119, Florida Statutes), if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of five (5) years after termination of this Agreement, unless Contractor is notified in writing by County of the need to extend the retention period. Any Participating Community may participate in any audit performed by the County pursuant to this Section 9.6. Such retention of such records and documents shall be at Contractor's expense. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or five (5) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by County to be applicable to Contractor's records, Contractor shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by Contractor. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for disallowance and recovery of any payment upon such entry. Notwithstanding anything herein to the contrary, for a twenty (20) year period following any termination or expiration of this Agreement, the Contractor shall retain records reasonably documenting environmental compliance at the Disposal Facilities, and documentation concerning any disposal of Broward Waste at an Alternate Disposal Facility; provided however that Contractor shall be relieved of any retention obligation if, prior to any disposal of the relevant records, Contractor has offered the County and the Participating Communities the opportunity to receive copies thereof.

9.7 Access Rights. Authorized representatives of County, which may also include any Participating Community, shall have access and the ability to inspect any waste disposal facilities operated by Contractor which are utilized to provide any services pursuant to this Agreement during normal business hours, upon County

giving reasonable advance notice to Contractor, provided that each representative shall comply with all reasonable safety rules and regulations adopted by Contractor and shall not interfere with Contractor's options.

- 9.8 Permits and Licenses. Contractor shall be responsible for the maintenance of all permits and licenses associated with the operations of the Disposal Facilities. Contractor shall at its sole cost and expense conduct such tests at the Disposal Facilities from time to time as shall be required by such permits and licenses, and shall send copies of the test results to County, when the test results are submitted to the state or federal regulatory agencies. Contractor also shall make such test results available for review and copying by County during normal business hours. Contractor shall not be deemed to have breached its obligations under the two preceding sentences in respect of any period during which it may in good faith be contesting the necessity of obtaining any such permit or license, or the validity or application of any requirement of or condition contained in any such permit or license, provided that during such period Contractor shall not otherwise be relieved from performing its obligations under this Agreement. Contractor also shall promptly furnish to County copies of any governmental or regulatory complaint, notice of violation or regulatory action upon receipt by Contractor regarding any permit, license or relating in any manner to Contractor's operations or Disposal Facilities pursuant to this Agreement.
- 9.9 Governing Law and Venue. This Agreement shall be governed, construed and controlled according to the laws of the State of Florida. Any claim, objection or dispute arising out of the terms of this Agreement shall be litigated in the Seventeenth Judicial Circuit in and for Broward County, Florida. The parties expressly waive all rights to trial by jury for any disputes arising from or in any way connected with this Agreement. The parties understand and agree that this waiver is a material contract term. If either party is required to enforce this Agreement by court proceedings or otherwise, whether or not formal action is required, each party shall pay its own attorney's fees and costs.
- 9.10 Severability. In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provision shall continue to be effective.
- 9.11 Independent Contractor. Contractor is an independent contractor under this Agreement. Services provided by Contractor pursuant to this Agreement shall be subject to the supervision of Contractor. In providing such services, neither Contractor nor its agents shall act as officers, employees or agents of the County. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this Agreement shall be those of Contractor. This Agreement shall not constitute or make the parties a partnership or joint venture.

- 9.12 Notices. Whenever either party desires to give notice to the other, such notice must be in writing and sent by United States mail, return receipt requested, courier, evidenced by a delivery receipt or by an overnight express delivery service addressed to the party for whom it is intended at the place last specified; and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice. Notice shall be effective upon delivery.

FOR CONTRACTOR:

Wheelabrator North Broward, Inc.
2600 Wiles Road
Pompano Beach, Fl. 33073
Attention: Plant Manager

Wheelabrator South Broward, Inc.
4400 South State Road 7
Ft. Lauderdale, Fl. 33314
Attention: Plant Manager

With a copy to:

Wheelabrator Technologies, Inc.
4 Liberty Lane West
Hampton, NH 03842
Attn: General Counsel

FOR THE COUNTY:

Broward County Governmental Center
Room 409
115 South Andrews Avenue
Fort Lauderdale, Fl. 33301

With a copy to:

Solid Waste and Recycling Division
1 N. University Drive
Suite 400
Plantation, Fl. 33324

- 9.13 Third Party Beneficiaries. Except as provided herein, neither the County nor Contractor intend that any person shall have a cause of action against either of them as a third party beneficiary under this Agreement, and the parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Agreement. The Contractor and the County acknowledge and agree that each Participating Community is intended to be a third party beneficiary to this Agreement, and, except where otherwise provided in the ILA, shall be entitled to assert any rights available to the County hereunder.

The County acknowledges and agrees that the ILA shall include (i) an obligation on each Participating Community to comply with the applicable provisions of this Agreement and (ii) a provision making Contractor an express third party beneficiary of the ILA entitled to assert any rights available to the County related to a Participating Communities' performance of the obligations specified in this Agreement or the ILA.

- 9.14 **Priority of Provision.** If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of this Agreement, the term, statement, requirement, or provision contained in Articles 1 through 12 of this Agreement shall prevail and be given effect.
- 9.15 **Compliance with Laws.** The parties shall comply with all federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.
- 9.16 **Multiple Originals.** This Agreement may be fully executed in five (5) copies by all parties, each of which, bearing original signatures, shall have the force and effect of an original document.

ARTICLE 10 REPRESENTATIONS

- 10.1 County is duly organized and valid existing under the constitution and laws of the State of Florida, with full legal right, power and authority to enter into and perform its obligations hereunder; and County is further duly authorized to execute and deliver this Agreement without further approval or authorizations.
- 10.2 Contractor is duly organized and validly existing under the laws of the State of Delaware, with full legal right, power and authority to enter into and perform its obligations hereunder; and Contractor is further duly authorized to execute and deliver this Agreement without further approval or authorizations.
- 10.3 Except as otherwise disclosed in writing to County prior to the execution of this Agreement, there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court or governmental agency, public board, regulatory agency or body pending or, the best of its knowledge, threatened against or affecting the Contractor, WSB or WNB (pending or threatened litigation) with regard to any issue relating to environmental compliance or the operation, permit or licenses of Contractor at any of the facilities utilized to provide services pursuant to this Agreement. Contractor further agrees to a continuing disclosure requirement for the term of this Agreement to notify County with thirty (30) days of any subsequent litigation with regard to any issue relating to environmental compliance at the Disposal Facilities or the

operations, permits or licenses of any facilities utilized to provide services pursuant to this Agreement.

ARTICLE 11

CRIMINAL BACKGROUND DISCLOSURE

- 11.1 Prior to the execution of this Agreement Contractor shall provide a description of all past (within the last five (5) years) and pending litigation and legal claims where the Contractor, WSB, WNB, or any officer, director, executive partner or a shareholder thereof (excluding shareholders of publicly traded corporations) is a named party, whether in the State of Florida or in another jurisdiction, involving allegations that the Contractor has violated or otherwise failed to comply with environmental laws, rules, or regulations or committed a public entity crime as defined by Chapter 287, Florida Statutes, or theft-related crime such as fraud, bribery, smuggling, embezzlement or misappropriation of funds or acts of moral turpitude, meaning conduct or acts that tend to degrade persons in society or ridicule public morals
- 11.2 Prior to the execution of this Agreement, Contractor shall disclose, in writing, to County whether in the last five (5) years the Contractor, WNB, WSB or any officer, director, executive, partner, or a shareholder (excluding shareholders of publicly traded corporations), who is or was (during the time period in which the illegal conduct or activity took place) active in the management of the Contractor was charged, indicted, found guilty or convicted or illegal conduct or activity (with or without an adjudication of guilt) as a result of a jury verdict, nonjury trial, entry of a plea of guilty or nolo contendere where the illegal conduct of activity (1) is considered to be a public entity crime as defined by Chapter 287, Florida Statutes, as amended from time to time, or (2) is customarily considered to be a white-collar crime or theft-related crime such as fraud, smuggling, bribery, embezzlement, or misappropriation of funds, etc., or (3) results in a felony conviction where the crime is directly related to the business activities for which the franchise is sought.

ARTICLE 12

PIGGYBACK

- 12.1 Municipalities may elect to Piggyback on in this Agreement upon the written consent of the Contractor. For the purposes of this Agreement "Piggyback" shall mean a procedure whereby municipalities may utilize this County procurement and Agreement as the basis for entering into a solid waste services agreement on substantially the identical terms with Contractor subject to the applicable rules of the municipality. Municipalities which elect to Piggyback shall not be deemed third party beneficiaries to this Agreement or have any rights hereunder. Those municipalities shall have first party rights under such independent Piggyback contracts.

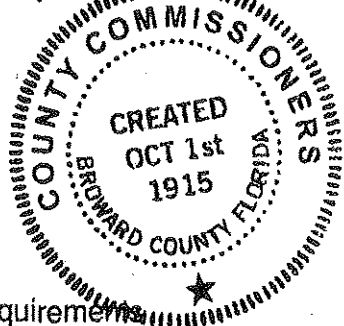
(remainder of page left intentionally blank)

IN WITNESS WHEREOF, the parties have made and executed this Agreement: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the 26th date of June, 2012, and CONTRACTOR, signing by and through its Vice President duly authorized to execute same.

BROWARD COUNTY, by and through
its Board of County Commissioners

ATTEST:

to
AL
Broward County Administrator, as
Ex-officio Clerk of the Broward County
Board of County Commissioners



Insurance requirements
approved by Broward County
Risk Management Division

By: [Signature] Mayor
26th day of June, 2012

Approved as to form by
Office of the County Attorney
for Broward County, Florida
JONI ARMSTRONG COFFEY, County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-6968

By: [Signature] 6/20/12
(Date)

Risk Management Division

Jacqueline A. Binns

Risk Insurance and

Contracts Manager

By: [Signature] 6/21/12
Purvi A. Bhogaita (Date)
Assistant County Attorney

By: [Signature] 6/26/12
Noel M. Pfeffer (Date)
Deputy County Attorney

AGREEMENT between WHEELABRATOR ENVIRONMENTAL SYSTEMS INC. AND
BROWARD COUNTY FOR SOLID WASTE DISPOSAL SERVICES

CONTRACTOR:

WHEELABRATOR ENVIRONMENTAL
SYSTEMS INC.

ATTEST:

Secretary

(SEAL)

By: *David Beavens*
Printed Name: David Beavens
Title: Vice President
20th day of June, 2012.

OR

WITNESSES:

William B. Roberts
Witness 1 Signature

William Roberts
Witness 1 Name

Emily Kahn
Witness 2 Signature

Emily Kahn
Witness 2 Print/Type Name

NMP:PAB:slw
5/31/12
WheelabratorFinal5-30-12

EXHIBIT "A"
DISPOSAL SERVICES FEE

	<i>Option 1</i>	<i>Option 2</i>	<i>Option 3</i>
<i>Term</i>	<i>5 years</i>	<i>5 years + 1 five-year extension (County option) + 2 five-year extensions (mutual)</i>	<i>5 years + 1 five-year extension (County option) + 2 five-year extensions (mutual)</i>
<i>Revenue Share ~ Energy</i>	<i>25% above \$88 per megawatt hour with \$0.75/ton floor</i>	<i>25% above \$25 per megawatt hour</i>	<i>N/A</i>
<i>Revenue Share ~ Ferrous Metals</i>	<i>25% above \$50 per ton for ferrous metals pricing, with \$0.50 per ton floor</i>	<i>N/A</i>	<i>N/A</i>
<i>Base Price</i>	<i>\$46.25 per ton</i>	<i>\$43.00 per ton</i>	<i>\$42.00 per ton</i>

Pricing for optional yard waste, bulk trash, and construction and demolition debris services are the same as above.

EXHIBIT "B"

GUARANTY

THIS GUARANTY (this "Guaranty") made as of the ____ day of _____, 2012, by Waste Management, Inc., a Delaware corporation (the "Guarantor"), to and for the benefit of Broward County Florida, a political subdivision of the State of Florida (the "County").

WITNESSETH:

WHEREAS, Wheelabrator Environmental Systems Inc., a Delaware corporation and a wholly-owned subsidiary of the Guarantor (the "Company"), is entering into an Agreement for Solid Waste Disposal Services (the "Agreement") with the County dated of even date herewith (each capitalized term used herein and not defined shall have the meaning ascribed to such term in the Agreement);

WHEREAS, the Guarantor is willing to guarantee the performance of the Company under the Agreement pursuant to the terms of this Guaranty; and

WHEREAS, the execution of this Guaranty is a condition precedent to the execution by the Company and the County of the Agreement, and the County would not enter into the Agreement unless the Guarantor provided this Guaranty;

NOW, THEREFORE, as an inducement to the County to enter into the Agreement, the Guarantor agrees as follows:

1. The Guarantor hereby irrevocably, absolutely and unconditionally guarantees the full, prompt and timely performance and discharge of all of the duties, obligations, covenants and agreements of the Company pursuant to and in accordance with the terms and provisions of the Agreement, including but not limited to, the full, prompt and timely payment when due of all sums and amounts payable by the Company, including without limitation, the payment of any and all fines, damages, indemnification obligations and costs and expenses, including without limitation, reasonable fees and expenses of attorneys (collectively, the "Obligations").

2. All obligations of the Guarantor under this Guaranty shall be irrevocable, absolute, unconditional and continuing, and shall remain in full force and effect until all of the Obligations now existing or hereafter incurred shall have been performed, discharged and paid in full in accordance with the terms of the Agreement. The obligations of the Guarantor under this Guaranty shall not be released, discharged, affected, modified or impaired by reason of the happenings from time to time of any event or circumstance, including, without limitation, any one or more of the following:

(i) the compromise, settlement, release, discharge or termination of any or all of the Obligations, by operation of law or otherwise, except by payment and performance in full of the Obligations pursuant to the terms of the Agreement;

(ii) the failure of the County to give notice to the Company or the Guarantor of the occurrence of any Event of Default under the Agreement;

(iii) the waiver of the payment, performance or observance by the County of any of the Obligations;

(iv) the extension of the time (whether one or more) for payment or performance of the Obligations, or the extension or the renewal of any thereof;

(v) the invalidity or unenforceability of any term or provision of the Agreement based on the lack of authority, insolvency, bankruptcy or reorganization of the Company;

(vi) the voluntary or involuntary liquidation, dissolution, sale or other disposition of all or substantially all of the assets, marshaling of assets and liabilities, receivership, insolvency, bankruptcy, assignment for the benefit of creditors, arrangement, composition with creditors or readjustment of, or other similar proceedings affecting the Company, or its assets, or the Guarantor, or its assets, or any allegation of invalidity or contest of the validity of this Guaranty in any such proceedings;

(vii) the default or failure of the Guarantor to fully perform any of its obligations set forth in this Guaranty, or the occurrence of any Events of Default under the Agreement;

(viii) the failure of any agreement, instrument, certificate, or other document to be executed or delivered in connection with the Agreement; or

(ix) any assignment, amendment, modification, or waiver of, or change in any of the terms, covenants, conditions or provisions of any of the Obligations or the Agreement, or the invalidity or unenforceability of any of the foregoing.

3. This Guaranty shall be construed in accordance with and governed by the internal laws of the State of New York, without giving effect to any choice or conflict of law provisions or rules (whether of the State of New York or any other jurisdiction).

4. Subject to the provisions of Section 7 hereof, this Guaranty shall be binding upon and enforceable against the Guarantor, its successors, or permitted assigns and legal representatives (including any successor by merger or consolidation or any transferee of all or substantially all of the properties or capital stock of the Guarantor), whether or not the Guarantor's obligations hereunder are expressly assumed by such successor, assignee or transferee; and is for the benefit of the County and any of its successors and assigns under the Agreement.

5. Each and every Event of Default under the Agreement shall give rise to a separate cause of action hereunder, and separate claims may be brought hereunder by the County as each cause of action arises. The Guarantor waives to the greatest extent permitted by law: notice of acceptance hereof; presentment and protest of any instrument, and notice thereof; notice of default; notice of foreclosure; notice of any modification, release or other alteration of any of the Obligations or of any security therefor and all other notices to which the Guarantor might otherwise be entitled. Should the Company default in the payment or performance of any of the Obligations, the obligations of the Guarantor hereunder with respect to such Obligations in default shall become immediately due and payable to the County without demand or notice of any nature, all of which are expressly waived by the Guarantor. Payments by the Guarantor hereunder may be required by the County on any number of occasions.

6. No failure, omission or delay by the County in exercising any right, power or privilege hereunder or under the Agreement shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other right, power or privilege of the County. No

waiver, amendment, release or modification of this Guaranty shall be established by conduct, custom or course of dealing, but solely by an instrument in writing duly executed by the party against whom any such waiver, amendment, release or modification is sought to be enforced.

7. The Guarantor shall not assign its obligations hereunder without first obtaining the express prior written consent of the County, which consent shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, the Guarantor may assign its obligations hereunder in connection with the sale or transfer of all or substantially all of its assets. Any attempted assignment in violation of this Guaranty shall be null and void.

8. The obligations of the Guarantor to the County set forth in this Guaranty are direct, absolute and unconditional without regard to the liability of any other Person; and shall not be subject to any requirement that the County first enforce any remedies it may have against the Company or any other Person, or any requirement to seek to recover from the Company hereunder before proceeding against the Guarantor hereunder, and shall not be subject to any claim of the Guarantor against any other Person including the County. No setoff, counterclaim, reduction, or diminution of any obligation, or any other defense of any kind or nature (excepting payment or performance in fact and any other defenses the Company has under the Agreement) which the Company or the Guarantor has or may have against the County shall limit or in any way affect the Guarantor's obligations under this Guaranty.

9. Each of the Guarantor and the County irrevocably (i) consents that any action or proceeding against it under, arising out of or in any manner relating to this Guaranty shall be brought in the courts in and for Broward County, Florida, and consents to the exclusive jurisdiction of such courts; (ii) assents and submits to the personal jurisdiction of any such court in any such action or proceeding; (iii) consents to the service of summons, notice, or other process relating to any such action or proceeding by delivery thereof by hand or by mail in the manner provided for in Section 13 of this Guaranty and consents that it may be served with any process or paper by registered mail or by personal service within or without the State of Florida, in accordance with applicable laws; (iv) waives any objection, claim or defense which it may have at any time to the laying of venue of any such action or proceeding in any such court; (v) waives any claim that any such action or proceeding brought in any such court has been brought in an inconvenient forum; and (vi) waives the right to object, with respect to any such action or proceeding brought in any such court, that such court does not have jurisdiction over such party.

10. Upon payment by the Guarantor of any sum to the County hereunder, all rights of the Guarantor against the Company arising as a result thereof by way of right of subrogation or otherwise shall in all respects be subordinate, junior in right of payment to, and not exercisable until, the prior indefeasible payment and performance in full of all Obligations.

11. This Guaranty may be executed in multiple counterparts, including by way of facsimile or other electronic transmission (i.e., .pdf), each of which shall be deemed an original, but all of which taken together shall constitute one instrument. If any provision of this Guaranty is determined to be unenforceable, the County and the Guarantor hereby agree that such provision may be reformed so that it is enforceable to the maximum extent permitted by applicable laws. In the event that any provision of this Guaranty cannot be reformed, such provision shall be deemed to be severed from this Guaranty, but every other provision of this Guaranty shall remain in full force and effect. This Guaranty is entered into by the Guarantor solely and exclusively for the benefit of the County and may be enforced against the Guarantor by the County and any of its successors and assigns. This Guaranty contains the entire

understanding of the parties with respect to the subject matter hereof, and supersedes all prior agreements, representations and understandings of the parties with respect to the subject matter herein.

12. The Guarantor hereby expressly waives notice from the County of its acceptance of and reliance upon this Guaranty, and of any future creation, renewal or accrual of any of the Obligations.

13. All notices hereunder shall be in writing and shall be sufficiently given for all purposes hereunder if properly addressed and delivered personally by documented overnight delivery service, by certified or registered mail, return receipt requested, or by facsimile or other electronic transmission service at the address or facsimile number, as the case may be, set forth below. Any notice given personally or by documented overnight delivery service is effective upon receipt. Any notice given by registered mail is effective upon receipt, to the extent such receipt is confirmed by return receipt. Any notice given by facsimile transmission or other electronic transmission service is effective upon receipt, to the extent that receipt is confirmed, either verbally or in writing by the recipient. Any notice which is refused, unclaimed or undeliverable because of an act or omission of the party to be notified, if such notice was correctly addressed to the party to be notified, shall be deemed communicated as of the first date that said notice was refused, unclaimed or deemed undeliverable by the postal authorities, or overnight delivery service.

If to the County:

Broward Solid Waste Disposal District
Attention: Executive Director
c/o Broward County Waste and Recycling Services
One North University Drive, Suite 400
Plantation, Florida 33324

With a copy to:

Broward Solid Waste Disposal District
Attention: District Counsel
580 Pebble Creek Way
Plantation, Florida 33324

If to the Guarantor:

Waste Management Inc.
1001 Fannin Street, Suite 4000
Houston, TX 77002
Attn: Treasurer

With a copy (which shall not constitute notice) to:

Waste Management Inc.
1001 Fannin Street, Suite 4000
Houston, TX 77002
Attn: General Counsel

Changes in the respective addresses to which such notices shall be sent may be made from time to time by either party by notice given to the other party in accordance with this Guaranty.

14. Any termination of this Guaranty shall be applicable only to transactions having their inception after the effective date of such termination and shall not affect rights and obligations arising out of transactions having their inception prior to such date.

IN WITNESS WHEREOF, the Guarantor has executed this instrument the day and year first above written.

WASTE MANAGEMENT, INC.

By: _____
Name:

Title:

By: _____
Name:

Title:

EXHIBIT "C" PARTICIPATING COMMUNITIES

EXHIBIT "D"
FORM INVOICE

CITY OF LAUDERDALE LAKES

Agenda Cover Page

Fiscal Impact: No

Contract Requirement: No

Title

5:30 P.M. TIME CERTAIN- UPDATE ON THE NATIONAL LEAGUE OF CITIES (NLC) SERVICE LINE WARRANTY PROGRAM

Summary

This is an update regarding the National League of Cities Service Line Warranty Program that was established to offer low cost services to residents in need of utility line and replacement repairs outside of the City's maintenance responsibility. Eligible repairs include the water line, sewer line and in-house plumbing.

Staff Recommendation

Background:

The National League of Cities (NLC) partnered with Utility Service Partners, Inc., d/b/a/ Service Line Warranties of America, to establish the NLC Service Line Warranty Program and offer low cost services to residents that are in need of utility line and replacement repairs outside of the City's maintenance responsibility. The National League of Cities endorsed the addition of an Interior Plumbing & Drainage Improvement Program which was launched in 2015. The City of Lauderdale Lakes' residents were offered the same affordable rates and services as provided under the existing agreement. The Program is beneficial, in that, there is no cost to the City, the residential rates are affordable and the repairs are made by local contractors.

An update on the NLC Services Line Warranty Program will be provided by Jessica Fish, Account Manager, Utility Service Partners, Inc. See the attached information. Hearing no objections, the next promotional activity will take place in the Fall of 2017.

Funding Source:

Not applicable

Sponsor Name/Department: Phil Alleyne, City Manager

Meeting Date: 7/24/2017

ATTACHMENTS:

Description	Type
<input type="checkbox"/> Backup - National League of Citites Service Line Warranty Program 2017 Update	Backup Material
<input type="checkbox"/> Resolution 2012-12 Utility Service Partners Marketing Agreement	Backup Material
<input type="checkbox"/> Utility Service Partners Marketing Agreement - Water Line and Sewer Line	Backup Material
<input type="checkbox"/> Resolution 2015-37 Utility Service Partners Marketing Agreement	Backup Material
<input type="checkbox"/> Sample Letter - NLC Service Line Warranty Program	Backup Material

National League of Cities Service Line Warranty Program.

The National League of Cities (NLC) partnered with Utility Service Partners, Inc., d/b/a/ Service Line Warranties of America, to establish the NLC Service Line Warranty Program and offer low cost services to residents that are in need of utility line and replacement repairs outside of the City's maintenance responsibility.

The National League of Cities endorsed the addition of an Interior Plumbing & Drainage Improvement Program which was launched in 2015. The City of Lauderdale Lakes' residents were offered the same affordable rates and services as provided under the existing agreement.

The Program is beneficial, in that, the residential rates are affordable, the repairs are made by local contractors and there is no cost to the City. Property owners of eligible single family residences (including duplexes and quadraplexes) within the City that participate in the program are required to pay a monthly premium ranging from approximately \$4 to \$6 per month for the products of their choice. The premium is based upon the typical costs for repair and incident rates in the area.

As it pertains to the repairs, a 24/7 Customer Service Repair Hotline is provided to handle incoming calls from residents that experience unexpected broken or leaking utility lines and the company covers the cost of the repairs once performed. The water/sewer line coverage cap per occurrence is \$4,000 (plus additional coverage for public sidewalk cutting totaling \$500 and public street cutting totaling \$4,000 if necessary). The in-house plumbing coverage cap per occurrence is \$3,000. Because homeowner's insurance may not cover the cost to repair broken lines and pipes, the warranty program is an added benefit to protect the home. The NLC Service Line Warranty Program pays the high cost of repairing utility lines and saves thousands of dollars for the resident.

Under the existing partnership, the NLC Service Line Warranty Program currently has 274 enrollments. Claims have been filed and Lauderdale Lakes residents have saved a combined \$118,500. To date, we have not received any negative comments since the inception of the program. As part of the agreement, the City of Lauderdale Lakes receives a royalty for every dollar collected. The City of Lauderdale Lakes has received payments from Utility Service Partners since 2013. The amounts are as follows:

- 2013 \$ 1,189.70
- 2014 \$ 1,819.10
- 2015 \$ 1,635.25
- 2016 \$ 1,846.07
- 2017 \$ 1,982.60

The sum of recorded revenues from Fiscal Year 2013 to Fiscal Year 2017 is equal to \$ 8,472.72

The Utility Service Partners (USP), Inc. is responsible for managing the Service Line Warranty Program which includes marketing, billing, customer service and repairs. In 2015, residents enrolled in the National League of Cities (NLC) Service Line Warranty Program, administered by Service Line Warranties of America (SLWA), received a notice that their warranty program would be issued by ServicePlan of Florida, Inc. SLWA is still the contract administrator and all other aspects of the plan, including coverage levels and benefits, remain the same.

Each year, the Service Line Warranties of America sends out communication to provide information on the services provided through the NLC Service Line Warranty Program. Upon hearing no objections, the next scheduled promotion will be made in the Fall of 2017.

RESOLUTION No. 2012-12

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AND ATTEST, RESPECTIVELY, THAT CERTAIN MARKETING SERVICES AGREEMENT WITH UTILITY SERVICE PARTNERS PRIVATE LABEL, INC. ("USP") D/B/A SERVICE LINE WARRANTIES OF AMERICA ("SLWA") TO LICENSE THE USE OF THE CITY OF LAUDERDALE LAKES' TRADEMARK IN CONJUNCTION WITH ADVERTISEMENT TO THE CITY OF LAUDERDALE LAKES RESIDENTS OF WARRANTY PLANS FOR REPAIR OF WATER AND SEWER LINES ON RESIDENTIAL PROPERTY; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE.

WHEREAS, residents of the City are responsible for the maintenance and repair of water and sewer service lines that are on their properties and not within the City's right-of-way, and

WHEREAS, water and sewer lines, on private property, can vary widely in age and condition, resulting in substantial cost to residents when there is a malfunction on residential property, and

WHEREAS, the National League of Cities has introduced USP, d/b/a SLWA, as a resource for warranties of residential property owners whose water and sewer lines require repair or maintenance, and

WHEREAS, City staff recommends that the City enter into an agreement with the National League of Cities Service Line Warranty Program, which offers homeowners the opportunity for repairing broken or leaking water or sewer lines for a low monthly fee, for a period of one year, with two one-year renewal options,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LAUDERDALE LAKES, as follows:

Section 1. ADOPTION OF REPRESENTATIONS: The foregoing Whereas paragraphs are hereby ratified and confirmed as being true, and the same are hereby made a specific part of this Resolution.

Section 2. AUTHORITY: The Mayor and City Clerk are hereby authorized and directed to execute and attest, respectively, that certain Marketing Services Agreement with Utility Service Partners Private Label, Inc. d/b/a Service Line Warranties of America to license the use of the City of Lauderdale Lakes' Trademark in conjunction with advertisement to City of Lauderdale Lakes Residents of warranty plans for repair of water and sewer lines on residential property.

Section 3. EFFECTIVE DATE: This Resolution shall take effect immediately upon its final passage.

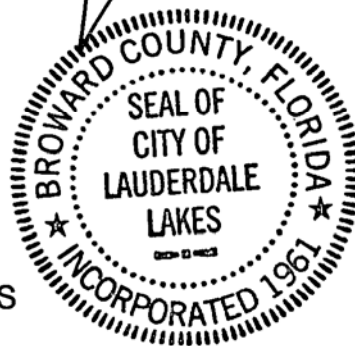
ADOPTED BY THE CITY COMMISSION OF THE CITY OF LAUDERDALE LAKES AT ITS REGULAR MEETING HELD JANUARY 24, 2012.


BARRINGTON A. RUSSELL, SR., MAYOR

ATTEST:


HAZELINE F. CARSON, CITY CLERK

Sponsored by: COMMISSIONER LEVOYD WILLIAMS
JCB:jla



RESOLUTION NO. 2012-12

VOTE:

Vice Mayor Edwina Coleman
Deputy Vice Mayor Eric Haynes
Commissioner Gloria Lewis
Commissioner Benjamin Williams
Commissioner Levoyd Williams
Commissioner Patricia Williams

<u>✓</u>	(For)	_____	(Against)	_____	(Other)
<u>✓</u>	(For)	_____	(Against)	_____	(Other)
<u>✓</u>	(For)	_____	(Against)	_____	(Other)
<u>✓</u>	(For)	_____	(Against)	_____	(Other)
<u>✓</u>	(For)	_____	(Against)	_____	(Other)
<u>✓</u>	(For)	_____	(Against)	_____	(Other)

December 5, 2011

The Honorable Barrington A. Russell, Sr.
Mayor
City of Lauderdale Lakes
4300 NW 36th Street
Lauderdale Lakes, FL 33319

**RE: Marketing Agreement with Utility Service Partners Private Label, Inc. d/b/a
Service Line Warranties of America ("SLWA")**

Dear Mayor Russell:

We have discussed entering into a marketing agreement between the City of Lauderdale Lakes (the "City") and SLWA.

SLWA provides affordable utility service line warranties to consumers. It is SLWA's understanding that, in consideration of the License Fee (as defined below) to be paid by SLWA to City, City has agreed to cooperate with SLWA in marketing SLWA's services to City's residents and homeowners (the "Residents") as described below:

1. City hereby grants to SLWA a non-exclusive license to use City's name and logos on letterhead and marketing materials to be sent to the Residents from time to time, and to be used in advertising, all at SLWA's sole cost and expense and subject to City's prior review and approval, which will not be unreasonably conditioned, delayed, or withheld.
2. As consideration for such license, SLWA will be liable to pay to City, within 30 days of the end of the final calendar quarter, 10% of the revenue from USP warranty subscriptions collected from the Residents during such calendar year (the "License Fee"), together with a statement certifying collections of such USP revenue, so long as this marketing agreement remains in effect. City will have the right, at its expense, to conduct an annual audit, upon reasonable notice and during normal business hours, of SLWA's books and records pertaining to sales and rentals to the Residents while this marketing agreement is in effect and for one year after any termination of this marketing agreement.
3. The term of this marketing agreement will be for one year from the date of the execution of the acknowledgement below and this agreement will then renew on an annual basis unless one of the parties gives the other advance written notice of at least 90 days that it does not intend to renew this marketing agreement. City may terminate this marketing agreement 30 days after giving notice to SLWA that SLWA is in material breach of this agreement if such breach is not cured during such 30-day period. SLWA will be permitted to complete any marketing initiative initiated or planned prior to the effective date of any termination of this marketing agreement and shall pay the License Fee to the City for the calendar year in which this marketing agreement is terminated after which time, except for SLWA'S obligation to permit City to conduct an audit as described above, neither party will have any further obligations to the other and the license described in this letter will terminate.

4. SLWA shall indemnify, hold harmless, and defend City, its elected officials, appointed officials, and employees from and against any loss, claim, liability, damage, or expense that any of them may suffer, sustain or become subject to in connection with any third party claim (each a "Claim") resulting from the negligence or willfulness of SLWA in connection with, arising out of or by reason of this marketing agreement, provided that the applicable indemnitee notifies SLWA of any such Claim within a time that does not prejudice the ability of SLWA to defend against such Claim. Any indemnitee hereunder may participate in its, his, or her own defense, but will be responsible for all costs incurred, including reasonable attorneys' fees, in connection with such participation in such defense.

If City agrees that the foregoing fully and accurately describes the agreement between City and SLWA, please arrange to have a duly authorized representative of City execute and date the acknowledgement below in each of the duplicate original versions of this letter and return one to me in the enclosed self-addressed stamped envelope.

If you have any questions or wish to further discuss this marketing agreement, please do not hesitate to contact Mike Madden via email at MMadden@utilitysp.net or by phone at 407-616-2239.

Very truly yours,

Utility Service Partners Private Label, Inc.

By: 

Print Name: Philip E. Riley, Jr.

Title: President & CEO

By: 

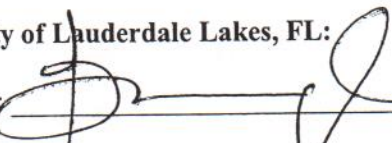
Print Name: Brad H. Carmichael

Title: Vice President

Acknowledged and Agreed:

City hereby acknowledges and agrees that the foregoing letter fairly and accurately describes the agreement between City and SLWA as of the date of this acknowledgement.

City of Lauderdale Lakes, FL:

By:  Date: 01-25-2012

Print Name: Barrington A. Russell, Sr.

Title: Mayor

Approved

RESOLUTION 2015-37

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AND ATTEST, RESPECTIVELY, AN AMENDMENT TO THAT CERTAIN MARKETING SERVICES AGREEMENT WITH UTILITY SERVICE PARTNERS PRIVATE LABEL, INC. ("USP") D/B/A SERVICE LINE WARRANTIES OF AMERICA ("SLWA"), TO ADD THE INTERIOR PLUMBING AND DRAINAGE IMPROVEMENT PLAN AS PART OF THE NATIONAL LEAGUE OF CITIES ("NLC") SERVICE LINE WARRANTY PROGRAM, A SUMMARY OF WHICH IS ATTACHED HERETO AS EXHIBIT A, AND A FACSIMILE COPY OF WHICH CAN BE INSPECTED IN THE OFFICE OF THE CITY CLERK; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City currently participates in the NLC Service Line Warranty Program in an effort to offer affordable rates to residents that experience unexpected utility line and replacement repairs, and

WHEREAS, water and sewer lines, on private property, can vary widely in age and condition, resulting in substantial cost to residents when there is a malfunction on residential property, and

WHEREAS, recently, the NLC endorsed the addition of an Interior Plumbing and Drainage Improvement Program, which is scheduled to be launched as part of the USP's spring campaign, and

WHEREAS, the residents of the City would be offered the same affordable rates and services as provided under the existing agreement, and

WHEREAS, City staff is recommending that the City Commission enter into the Amendment to the existing Agreement which will provide the incorporation of the

optional Interior Plumbing & Drainage Improvement Plan under the same terms and conditions of the existing Agreement,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LAUDERDALE LAKES, as follows:

Section 1. ADOPTION OF REPRESENTATIONS: The foregoing Whereas paragraphs are hereby ratified and confirmed as being true, and the same are hereby made a specific part of this Resolution.

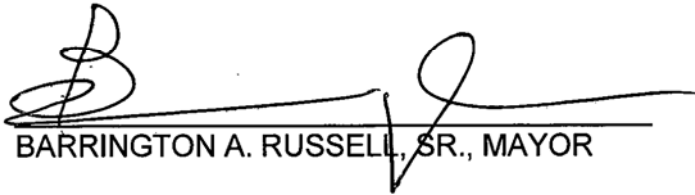
Section 2. AUTHORITY: The Mayor and City Clerk are hereby authorized and directed to execute and attest, respectively, an Amendment

to that certain Marketing Services Agreement with Utility Service Partners, Private Label, Inc. d/b/a, Service Line Warranties of America, to add the Interior Plumbing and Drainage Improvement Plan as part of the National League of Cities ("NLC") service line warranty program, a summary of which is attached as **Exhibit A**, and a facsimile copy of which can be inspected in the Office of the City Clerk.

Section 3. INSTRUCTIONS TO THE CITY CLERK: The City Clerk is hereby authorized to obtain three (3) fully executed copies of the subject Amendment with one to be maintained by the City; with one to be delivered to the Marketing Services Agreement with Utility Service Partners Private Label, Inc. d/b/a Service Line Warranties of America, and with one to be directed to the Office of City Attorney.

Section 4. EFFECTIVE DATE: This Resolution shall take effect immediately upon its final passage.

ADOPTED BY THE CITY COMMISSION OF THE CITY OF LAUDERDALE LAKES AT ITS REGULAR MEETING HELD MARCH 24, 2015.


BARRINGTON A. RUSSELL, SR., MAYOR

ATTEST:

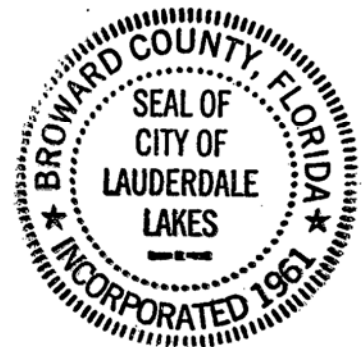

SHARON HOUSLIN, CITY CLERK

JCB:jla

Sponsored by: CELESTINE DUNMORE, Special Assistant to the City Manager

VOTE:

Vice-Mayor Beverly Williams	<input checked="" type="checkbox"/> (For)	<input type="checkbox"/> (Against)	<input type="checkbox"/> (Other)
Commissioner Edwina Coleman	<input checked="" type="checkbox"/> (For)	<input type="checkbox"/> (Against)	<input type="checkbox"/> (Other)
Commissioner Gloria Lewis	<input type="checkbox"/> (For)	<input checked="" type="checkbox"/> (Against)	<input type="checkbox"/> (Other)
Commissioner Eileen Rathery	<input type="checkbox"/> (For)	<input checked="" type="checkbox"/> (Against)	<input type="checkbox"/> (Other)
Commissioner Patricia Williams	<input checked="" type="checkbox"/> (For)	<input type="checkbox"/> (Against)	<input type="checkbox"/> (Other)



Re: Addition of In Home Plumbing Warranty to Products Offered Under Marketing Agreement with Utility Service Partners Private Label, Inc. d/b/a Service Line Warranties of America ("SLWA")


Dear Mayor Russell,

This letter will serve to confirm our understanding that the In Home Plumbing warranty we have discussed previously will be added to products we may provide to your residents under the Agreement. In all other respects, the Agreement shall remain in full force and effect. Revenues from sales of In Home Plumbing warranties shall be fully subject to the royalty provisions of the Agreement.

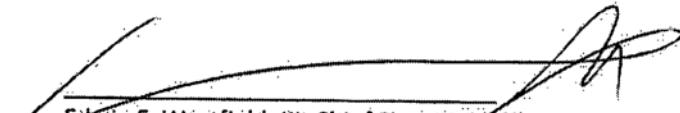
If you are in agreement with this addition to the Agreement, please sign in the space provided below and return one of the originals of this letter to us.

Sincerely,

UTILITY SERVICE PARTNERS PRIVATE LABEL, INC.


Brad Carmichael, Vice President


4/6/2015
Date


Edwin F. Westfield, III, Chief Financial Officer

4/8/2015
Date

Accepted and agreed;

CITY OF LAUDERDALE LAKES


Barrington A. Russell, Sr., Mayor

03-27/15
Date



City of Lauderdale Lakes

Florida



T1 P1*****AUTO**5-DIGIT 26301

John Smith
987 Main Street
Anytown, ST 12345



Contact ID: 1234567

Re: Coverage for Residents

Reminder - Please disregard if you have already enrolled

Dear [Customer Name]:

This letter is to remind you about a voluntary Water Line Warranty program available to our residents, brought to us through the National League of Cities (NLC) and administered by Service Line Warranties of America (SLWA). This program is one that could potentially save you a lot of money in these difficult economic times. As you may know, as a homeowner in the City of Lauderdale Lakes, you are responsible for the maintenance and repair of your buried, outside water service line that runs from the utility connection to your home.

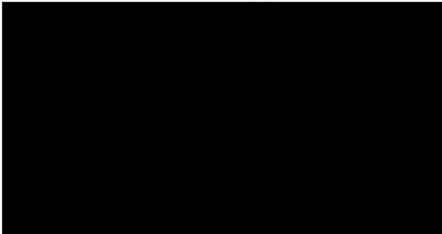
SLWA offers a Water Line Warranty which will protect you from any repairs needed on your outside, buried water line for a small monthly fee. If you should need a repair, they have a 24-hour hotline and will dispatch a local plumber within 24 hours to perform the repair. Repair costs are covered up to \$4,000 per covered incident* with no deductibles or annual caps. Please note that certain items and events are not covered by this contract. Please refer to the exclusions listed in the enclosed document.

Service Line Warranties of America is one of the nation's largest and most trusted sources of utility line warranties. SLWA delivers this program in partnership with the National League of Cities, a national organization dedicated to helping city leaders build better communities, and serves as a resource and advocate for 19,000 cities, towns and villages, representing more than 218 million Americans. SLWA, an independent provider, is a BBB Accredited Business with an A+ rating.

An unexpected and costly outside water line repair can be hard on a family's budget and if you have not already set aside money for these types of expenses, I would encourage you to consider this important Water Line Warranty offer. Payment options include invoice, credit card or direct debit from your checking account.

Enroll today and pay a special monthly price of \$4.75 per month – or save with an annual payment of \$50.00 – a savings of over 12% off the monthly price. To receive this limited time benefit, enroll by [Date].

Enroll in this optional program today and SLWA will waive the 30 day wait so you'll get immediate coverage! To enroll, return the completed bottom portion of this letter in the enclosed envelope or call **1-855-537-4453** to speak with an SLWA agent Monday through Friday 9:00 am to 5:00 pm. Or visit **www.slwofa.com** where you can enroll online - and learn about other service line warranty products available in your area!



*A covered incident includes the repair or replacement of the consumer-owned portion of a leaking or broken water service line of a single family dwelling damaged due to normal wear and tear, not accident or negligence caused by you or others, and up to \$4,000 for public street cutting and up to \$500 for public sidewalk cutting. Not covered: shared or branch lines; meter(s) and meter vault(s); and curb valves or boxes. Additional exclusions apply.

----- ✂ ----- Cut here [LETTERCD]



John Smith
987 Main Street
Anytown, ST 12345
Contact ID: 1234567

11 Grandview Circle, Suite 100
Canonsburg, PA 15317-9840
Registration # TC4051

To enroll, please visit www.slwofa.com.

Please mark your selection:

- ☐ Yes, please enroll me in the Water Line Warranty for just \$4.75 per month.
- ☐ I want to save more. Enroll me in the Water Line Warranty for \$50.00 per year.

I understand that my contract starts when SLWA processes this form. SLWA will invoice me based on my selection above. I confirm that I am the homeowner, my line is in good working order, and I meet the eligibility requirements for coverage. Actual Terms and Conditions should be read carefully before buying and are enclosed or can be viewed online at www.slwatertms.com.

Signature: _____

Email: _____

Date: _____

To protect your privacy, we do not share your information except to deliver this service.





City of Lauderdale Lakes

Florida



T1 P1*****AUTO**5-DIGIT 26301

John Smith
987 Main Street
Anytown, ST 12345



Contact ID: 1234567

Re: Coverage for Residents

Reminder - Please disregard if you have already enrolled

Dear [Customer Name]:

This letter is to remind you about a Sewer Line Warranty program available to our residents, brought to us through the National League of Cities (NLC) and administered by Service Line Warranties of America (SLWA). This program is one that could potentially save you a lot of money in these difficult economic times. As you may know, as a homeowner in the City of Lauderdale Lakes, you are responsible for the maintenance and repair of your buried, outside sewer service line that runs from your home to the utility connection.

SLWA offers a Sewer Line Warranty which will protect you from any repairs needed on your outside, buried sewer line for a small monthly fee. If you should need a repair, they have a 24-hour hotline and will dispatch a local plumber within 24 hours to perform the repair. There are no service fees or deductibles. Repair costs are covered up to \$4,000 per incident, plus an additional \$4,000 allowance for public street cutting, if needed. Please note that certain items and events are not covered by this contract. Please refer to the exclusions listed in the enclosed document.

Service Line Warranties of America is one of the nation's largest and most trusted sources of utility line warranties. SLWA delivers this program in partnership with the National League of Cities, a national organization dedicated to helping city leaders build better communities, and serves as a resource and advocate for 19,000 cities, towns and villages, representing more than 218 million Americans. SLWA is a BBB Accredited Business with an A+ rating.

An unexpected and costly outside sewer line repair can devastate a family's budget and if you have not already set aside money for these types of expenses, I would encourage you to consider this important Sewer Line Warranty offer. Payment options include invoice, credit card or direct debit from your checking account.

SLWA has a special offer during this campaign. Enroll by [Date] and SLWA will waive the normal 30 day waiting period so that your warranty will become effective when you enroll – you'll get immediate coverage! Additionally, SLWA will offer a discounted price of \$6.00 per month, which represents a savings of over 11% on their standard monthly price. If you elect to pay annually, they will discount the cost further to \$65.00, which is over a 19% savings.

To enroll, or to learn more about this program, please call **1-855-537-4453** Monday through Friday 9:00 am to 5:00 pm, to speak with SLWA directly. Or, if you prefer, you may return the bottom portion of this letter to SLWA in the enclosed, self-addressed, postage-paid envelope or visit **www.SLWofA.com**.

Complete warranty terms and conditions are enclosed for review prior to enrollment.

--- ✂ ---
Cut here

[LETTERCD]



**Service Line
Warranties**
of America

11 Grandview Circle, Suite 100
Canonsburg, PA 15317-9840
Registration # TC4051

John Smith
987 Main Street
Anytown, ST 12345
Contact ID: 1234567

**To enroll or to view the terms and conditions
please visit www.SLWofA.com.**

Please mark your selection:

☐ Yes! Please enroll me in the outside sewer
line warranty for just \$6.00 per month

☐ I want to save even more! I will pay just
\$65.00 per year for the sewer line warranty

I certify to the best of my knowledge that my line is in good working order.

Signature: _____

Email: _____

Date: _____

To protect your privacy, we do not share your information.





City of Lauderdale Lakes

Florida



T1 P1*****AUTO**5-DIGIT 26301

John Smith
987 Main Street
Anytown, ST 12345



Re: Optional In-Home
Plumbing Repair Coverage
for Lauderdale Lakes Homeowners

Contact ID: 1234567

Reminder - Please disregard if you have already enrolled

Dear [Customer Name]:

When you least expect it, the water pipe under your sink will spring a leak or your drain will back up. Save yourself time, money and the trouble of finding a reputable contractor by considering the Service Line Warranties of America (SLWA) In-Home Plumbing Repair Program. This program covers the cost of water supply and drain line repairs inside the home due to normal wear and tear when:

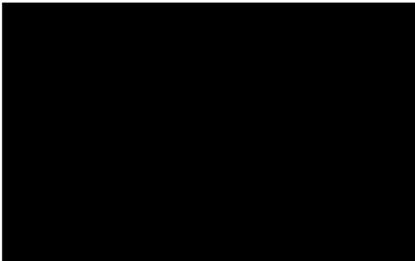
- Toilets clog and/or overflow
- Sink or shower water supply lines leak or break
- Washing machine, shower or sink drain lines clog and/or drain slowly

The average water or drain line repair inside the home can cost \$350 or more. For \$6.99 a month, should the water or drain lines inside your home fail, by calling SLWA's toll-free number a qualified, licensed plumber in your area will be sent to your home to make the repair within 24 hours! SLWA's In-Home Plumbing Repair Program covers repair costs up to \$3,000 per repair with no annual or lifetime limits on the number of repair incidents. Please note that certain items and events are not covered by this contract; refer to the exclusions listed in the enclosed document.

As a BBB Accredited Business with an A+ rating, Service Line Warranties of America has helped homeowners save over \$64 million in water and sewer line repair costs. Participation in the repair coverage is optional and voluntary and no public funds are used in the administration of the program.

Enroll by [DATE] to receive immediate coverage at a discounted price of \$6.99, which represents a savings of over 9% on the standard monthly price, or make an annual payment of \$78.99 for a savings of over 15%.

If you would like to learn more about the program or to enroll, call **1-855-537-4453** to speak with an SLWA agent Monday through Friday, 9:00 am to 5:00 pm, go online to **www.slwofa.com** or return the completed bottom portion of this letter in the enclosed, self-addressed, stamped envelope.



Complete warranty terms and conditions are enclosed for review prior to enrollment.



Cut here

[LETTERCD]



**Service Line
Warranties**
of America

11 Grandview Circle, Suite 100
Canonsburg, PA 15317-9840
Registration # TC4051

John Smith
987 Main Street
Anytown, ST 12345
Contact ID: 1234567

To enroll or to view the Terms and Conditions, please visit www.slwofa.com.

Please mark your selection:

- ☐ Yes, please enroll me in the In-Home Plumbing Repair Program for just \$6.99 per month.
- ☐ I want to save more. Enroll me in the In-Home Plumbing Repair Program for \$78.99 per year.

I certify to the best of my knowledge that the water supply and drain lines inside my home are in good working order.

Signature: _____

Email: _____

Date: _____

To protect your privacy, we do not share your information.



CITY OF LAUDERDALE LAKES

Agenda Cover Page

Fiscal Impact: No

Contract Requirement: No

Title

6:00 P.M. TIME CERTAIN - BUDGET ADVISORY COMMITTEE RECOMMENDATIONS
--

Summary

This is the Fiscal Year 2018 Report from the Budget Advisory Committee.

Staff Recommendation

Background:

Resolution 2017-46 established the 2017 Budget Advisory Committee. The committee provides a citizen's perspective to the FY 2018 Budget Development Process and provides budget recommendations to the City Commission. The committee conducted its initial organization meeting May 3, 2017 and additional meetings May 24, June 7, July 5 and July 19 2017.

City staff provided various review materials, such as the budget process, budget terms, the Comprehensive Annual Financial Report, monthly financial reports, and presentation identifying the root cause of issues affecting various areas of concern for our Fiscal Year 2018 Budget. In addition, staff has held discussions on the FY 2018 preliminary budget and the details contained in the budget requests.

With the information provided and the discussions, the Budget Advisory Committee is pleased to provide its recommendations on the FY 2018 Budget.

City staff recommends that the City Commission review and accept the budget recommendations from the Budget Advisory Committee and further provide City staff with specific follow-up actions as related to the budget recommendations.

Funding Source:

There is no fiscal impact association with this action.

Sponsor Name/Department: Susan Gooding-Liburd, MBA, CPA, CGFO, Director of Financial Services

Meeting Date: 7/24/2017

CITY OF LAUDERDALE LAKES

Agenda Cover Page

Fiscal Impact: No

Contract Requirement: No

Title

DISCUSSION REGARDING SPECIAL EVENTS APPLICATION DUE DATES, FEES AND DOCUMENTS REQUIRED
--

Summary

This is a discussion regarding the special events applications including due date, fees, and documents required for submittal to the Development Services Department for review.

Staff Recommendation

Background:

Background

Staff has reviewed the current Special Event Application and that of four other cities to compare the Fees, documents required and the date the application is due. At this time staff is bring the item to the City Commission for discussion, so that the City Commission can provide direction in determining if changes are needed to the application and or processes. Attached is a backup showing the break down by City, events, cost, documents and due date.

Staff is seeking direction from the City Commission.

Funding Source:

Not applicable

Sponsor Name/Department: Tanya Davis-Hernandez, AICP, Director of Development Services

Meeting Date: 7/24/2017

ATTACHMENTS:

Description	Type
☐ Special Event Application	Backup Material

Special Events Application

REGULAR EVENTS	Lauderdale Lakes	Tamarac	Oakland Park	Lauderhill	North Lauderdale
Fees	\$75 app, \$75 permit, \$1,500 bond for cleanup (refundable)	\$334.40 License Fee, \$250 application review fee	\$250-\$450 app fee based on days submitted before event	\$1,000 permit app \$1,000-\$15,000 clean up/impact fees based on length of event (days)	\$106 app fee, \$1,000 clean-up bond
Documents	Application, Site Plan, Indemnity and Insurance	Application, Indemnity, Site Plan, Permits, Letter of Intent, and Insurance	Application, Site Plan, Vendor Info, Insurance, Park Permit from Parks and Leisure Dept., Permits	Application, Insurance, Site Plan, Permits and Indemnity	Application, Letter of Intent, Site Plan, Insurance, permits and Indemnity
Due Date	60 days	30 days	30 days	90 days	30 days

GRAND OPENINGS	Lauderdale Lakes	Tamarac	Oakland Park	Lauderhill	North Lauderdale
Fees	\$75 app, \$75 permit, \$1,500 bond for cleanup (refundable)	\$125.00 (sidewalk) \$334.40 License Fee if the event needs the parking lot + \$250 application review fee	No fee if contained indoors. \$250-\$450 based on days submitted before event (if event needs the parking lot)	Indoors Promotional license: \$231.53 \$1,000 permit app \$1,000-\$15,000 clean up/impact fees based on length of event (days)	\$106 app fee, \$1,000 clean-up bond, additional fees for certain permits (ie, tents)
Documents	Application, Site Plan, Indemnity and Insurance	Application, Indemnity, Site Plan, Permits, Letter of Intent, and Insurance	If indoors, separate Special Event Sign Registration Form needed. Application, Site Plan, Vendor Info, Insurance, Permits, notarized letter from event site landowner(s)	Application, Insurance, Site Plan, Permits and Indemnity	Application, Letter of Intent, Site Plan, Insurance, permits and Indemnity
Due Date	30 days	10 days	30 days	30 days	14 days

CARNIVALS	Lauderdale Lakes	Tamarac	Oakland Park	Lauderhill	North Lauderdale
Fees	\$75 app, \$250 permit, \$1,500 bond for cleanup (refundable)	\$334.40 License Fee \$250 application review fee (vendor licenses may add additional costs)	\$250-\$450 app fee based on days submitted before event, additional fees through each Division (ie. BSO, Public Works, etc.)	\$1,000 permit app \$1,000-\$15,000 clean up/impact fees based on length of event (days) (Additional fees through each Division needed)	\$106 app fee, \$1,000 clean-up bond, additional fees through each Division (Police/Fire, Public Works, Parks and Rec, etc.)
Documents	Application, Letter of Intent, Site Plan, Indemnity and Insurance, Permits, Fire/Police Detail app.	Application, Indemnity, Site Plan, Permits, Licensing, Letter of Intent, and Insurance	Application, Site Plan, Vendor Info, Insurance, various permits through each Division	Application, Insurance, Site Plan, Permits, Licensing, Vendor Info, permits from each Division and Indemnity	Application, Letter of Intent, Site Plan, Insurance, permits, Vendor information, Indemnity, and Fire/Police Detail app.
Due Date	90 days	30 days	30 days	90 days	30 days

CITY OF LAUDERDALE LAKES

Agenda Cover Page

Fiscal Impact: No

Contract Requirement: No

Title

DISCUSSION REGARDING LIEN MITIGATION REQUEST

Summary

At the direction of the City Commission, staff is providing the lien request information below for review.

Staff Recommendation

Background:

The current City administrative fee is \$1,500.00

Property #1

**Property Address: 4701 NW 42 St Property
Owner: Shamel Watkins
Purchase Date: 6/9/2017 Requestor: Norman
Watkins
Amount owed: \$84, 742.70 + \$54,742.70 =
\$139,485.40
Settlement Offer: \$12, 832.70 +\$ 7, 786.70 =
\$20, 619.40
Offering to pay \$2000.00
Selling Property**

Property #2

**Property Address: 3710 NW 21 St #401
Property Owner: Sigs LLC
Purchase Date: 8/9/2016 Requestor: Ivalier
Duvra
Amount owed: \$370,517.70
Settlement Offer: \$59, 382.70
No offer submitted
Requested partial release to refinance his
property.**

Staff looks for direction form the City Commission.

Funding Source:

Not applicable

Sponsor Name/Department: Tanya Davis-Hernandez, AICP, Director of Development Services

Meeting Date: 7/24/2017

ATTACHMENTS:

Description	Type
□ Lien Settlement Backup - 3710 N.W. 21st St., #401, Lauderdale Lakes, FL. 33311	Backup Material
□ Lien Settlement Backup - 4701 N.W. 42nd St., Lauderdale Lakes, FL. 33319	Backup Material



MARTY KIARD
BROWARD
 COUNTY
 PROPERTY APPRAISER

Site Address	3710 NW 21 STREET #401, LAUDERDALE LAKES FL 33311	ID #	4942 30 BA 0980
Property Owner	SIGS LLC	Millage	2012
Mailing Address	8551 W SUNRISE BLVD # 208 PLANTATION FL 33322	Use	04

Abbreviated Legal Description	SUNSET HILLS #1 CONDO UNIT 401 BLDG 2
-------------------------------	---------------------------------------

The just values displayed below were set in compliance with Sec. 193.011, Fla. Stat., and include a reduction for costs of sale and other adjustments required by Sec. 193.011(8).

Property Assessment Values					
Click here to see 2016 Exemptions and Taxable Values as reflected on the Nov. 1, 2016 tax bill.					
Year	Land	Building / Improvement	Just / Market Value	Assessed / SOH Value	Tax
2017	\$3,510	\$31,570	\$35,080	\$35,080	
2016	\$3,690	\$33,220	\$36,910	\$20,990	\$916.43
2015	\$3,370	\$30,350	\$33,720	\$19,090	\$879.23

2017 Exemptions and Taxable Values by Taxing Authority				
	County	School Board	Municipal	Independent
Just Value	\$35,080	\$35,080	\$35,080	\$35,080
Portability	0	0	0	0
Assessed/SOH	\$35,080	\$35,080	\$35,080	\$35,080
Homestead	0	0	0	0
Add. Homestead	0	0	0	0
Wid/Vet/Dis	0	0	0	0
Senior	0	0	0	0
Exempt Type	0	0	0	0
Taxable	\$35,080	\$35,080	\$35,080	\$35,080

Sales History				Land Calculations		
Date	Type	Price	Book/Page or CIN	Price	Factor	Type
8/9/2016	QCD-T	\$100	113873658			
6/14/2016	CET-T	\$100	113788562			
12/29/2005	WD	\$97,900	41277 / 1244			
4/22/2005	WD*	\$121,000	39650 / 1770			
6/5/2002	WD	\$31,000	33361 / 103			
				Adj. Bldg. S.F.		1100
				Units/Beds/Baths		1/2/2
				Eff./Act. Year Built: 1980/1979		

* Denotes Multi-Parcel Sale (See Deed)

Special Assessments								
Fire	Garb	Light	Drain	Impr	Safe	Storm	Clean	Misc
20								
R								
1								

17

RETURN TO:

CITY OF LAUDERDALE LAKES
ATTN: FINANCE DEPARTMENT
4300 NW 36 STREET
LAUDERDALE LAKES, FL 33319

THIS INSTRUMENT PREPARED BY:

ALAN L. GABRIEL, ESQ.
WEISS SEROTA HELFMAN PASTORIZA
BONISKE & COLE, PL
200 East Broward Boulevard, Suite 1900
Fort Lauderdale, Florida 33301

Am

CITY OF LAUDERDALE LAKES CODE
ENFORCEMENT SPECIAL MAGISTRATE

CITY OF LAUDERDALE LAKES,
Broward County, Florida, A Florida
municipal corporation,
Petitioner,

CASE NO. 09-0163

v.

IVALIER DUVRA,
Respondent(s).

**ORDER IMPOSING
MUNICIPAL CODE ENFORCEMENT LIEN
AND ADMINISTRATIVE FINE**

THIS MATTER, having come before the CITY OF LAUDERDALE LAKES, SPECIAL MAGISTRATE on the 3rd day of June, 2009 on the Motion of the City Code Enforcement officer, pursuant to notice, to impose sanctions against said Respondent(s), IVALIER DUVRA, for failure to comply with the Final Order of the Special Magistrate in this matter, pursuant to the authority of section 162.09, Florida Statutes, and the Special Magistrate having heard the testimony of the City Code Enforcement Officer, the witnesses and having reviewed its file in the matter, finds as follows:

- A. That Respondent(s) have violated section(s) CO42-6(a)(5) of the LAUDERDALE LAKES Code, contrary to the terms of the Final Order entered in the above styled matter on April 15, 2009, together with any extensions thereto.
- B. The aforesaid violation of the aforementioned section(s) of the LAUDERDALE LAKES Code is a violation of the aforesaid Final Order, which has been served upon Respondent(s).
- C. Since May 28, 2009, the date set for compliance by the aforesaid Final Order, Respondent(s) failed to comply therewith.
- D. Respondent(s) have accordingly violated the Final Order of the Special Magistrate as detailed above, and the said violation(s) shall be punished by fine of \$125.00 for each day each such violation continued to exist after the date set for compliance, the same being \$125.00 per day commencing May 29, 2009. This fine shall continue to accrue until such time as the Respondent shall comply with said Final Order and notify the Code Enforcement Officer of the City of Lauderdale Lakes that there has been compliance or until judgment is

rendered in a suit filed pursuant to section 162.09, Florida Statutes, whichever occurs first.

It is thereupon **ORDERED** as follows:

1. Respondent(s) shall be fined the sum of \$125.00 per day for each day each such violation of the Special Magistrate's Final Order in this matter as aforesaid continued to exist after the date set for compliance, for an administrative penalty of ONE HUNDRED TWENTY-FIVE and 00/100ths (\$125.00) dollars per day commencing May 29, 2009 as set forth above, plus the \$45.00 administrative fine to cover costs incurred by the City in the prosecution of this matter. This fine shall continue to accrue until such time as the Respondent shall comply with said Final Order and notify the Code Enforcement Officer of the City of Lauderdale Lakes that there has been compliance or until judgment is rendered in a suit filed pursuant to section 162.09, Florida Statutes, whichever occurs first.


2. The CITY OF LAUDERDALE LAKES Finance Department is hereby directed to file and record this Order among the Public Records of Broward County, Florida which shall constitute a lien against any personal property of Respondent(s), and the following described real property of Respondent(s) as provided in section 162.09, Florida Statutes, and to proceed with the enforcement and collection of same as provided by law, to wit:

3710 NW 21 STREET #401, LAUDERDALE LAKES, Florida a/k/a

SUNSET HILLS #1 CONDO UNIT 401 BLDG 2
FOLIO #4942 30 BA 0980

DONE AND ORDERED in LAUDERDALE LAKES, Broward County, Florida, this 4th day of June, 2009.

CITY OF LAUDERDALE LAKES

BY: 
ALAN L. GABRIEL, ESQUIRE
SPECIAL MAGISTRATE

Copies furnished:
IVALIER DUVRA
(CERTIFIED MAIL)
Code Enforcement Division
City Clerk
Code Inspector

LL/09-0153 F1

The City will not consider a request for reduction if the property is not in compliance at the time the application is submitted. All corrections must be verified by the City and deemed in compliance before this application is considered.

Signatures

If this application is completed and presented by a person(s) other than property owner(s), such person(s) must present evidence to the City that the property owner(s) as listed on the warranty deed has consented to the submission of this application. In addition, the applicant is swearing or affirming by her or his signature that the application and contents thereof are accurate and true to the best of his or her belief. If an applicant gives false information to the City, the City may prosecute for making false written statement to a public servant subject to the terms F.S. 837.06.

For Office Use Only

	Payment Percentage	Case Criteria
Compliance (# of months in violation)		
Years Lien Outstanding		
Number of Violations (included in application)		
Nature of Property (Homestead/Non-Homestead)		
Unique Circumstances		
Payment Percentage		
X Amount of Lien		
Reduced Amount		
Application Fee	\$200	
Administrative Fee	\$250	
Total Lien Settlement Amount		

Reviewed By: _____ Signature: _____ Date: _____

Lauderdale Lakes Florida, July 12th 2017,

From: Ivalier Duvra

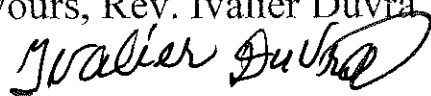
Phone #(954)-588-0915

To: board of commissioners of Lauderdale Lakes Fl.

Dear board members my name is: Ivalier Duvra, I use to buy houses and try to resale in the year 2004, in the year 2007, 2008 they was a real estate market crash, I lost everything, even my primary home, that sad situation as force me to ~~File~~ bankruptcy in the year 2008, that I list everything, including the condo I had in NW 21st Street, after I have been discharged, I receiving a note of violations from Lauderdale Lakes, when I consult my bankruptcy Lawyer he tall me, that I have no jurisdiction over this condo anymore, so I just disregard about it, now when I try to get a bank to finance a place to live, me, my wife my children, I fine out they're a huge some that I suppose to pay to Lauderdale Lakes city, I try to reduce it, they charge me something I'll never be able to pay, dear board member I send you this letter to asking you forgiveness for my ignorance and misleading or a complete lien reduction, something that I can afford to pay, please help me and my 3 children in that situation so we can find a place to live. thank you, may the Lord almighty blessings cover you.

By the way July 16th is my birthday.

Sincerely yours, Rev. Ivalier Duvra

A handwritten signature in black ink, appearing to read "Ivalier Duvra", written over the typed name.

**City of Lauderdale Lakes
4300 North West 36 Street
Lauderdale Lakes, FL 33319
Lien Payoff Calculation**

Payoff Date: 7/7/2017
Property Address: 3710 NW 21 ST #401
Invoice Number: 108765753
Date of Invoice: 5/29/2009
Date of Compliance: 7/7/2017

Submit this lien settlement
form with payment made
Payable to:
City of Lauderdale Lakes

Code Board

Case No 09-0163

Patio in disrepair

Number of Days: 2000 and Earlier:

2009	
2010	
2011	
2012	
2013	
2014	
2015	
2016	(39,961)
2017	42,924
	<hr/>
	2,963

Total Days

Amount of Invoice: \$ 370,375.00
Administrative Fine: \$ 45.00
Recording Fee: \$ 35.00
Release Fee: \$ 35.00
Postage Fee: \$ 27.70

Daily Penalty Accrual: \$ 125.00

Total Due \$ 370,517.70

Please increase the amount due by the daily interest accrual amount for each day payment is delayed beyond the payoff date at the top of this page, if applicable.

PLEASE NOTE: If you wish to expedite the Release of Lien, we advise payment to be made by Cashier's Check or Money Order.

Please send your payment with this form to the Department of Financial Services at the above address. Should you require additional information, please email: liens@lauderdalelakes.org

CASE NO 09-0163

**City of Lauderdale Lakes
4300 North West 36 Street
Lauderdale Lakes, FL 33319
Lien Payoff Calculation**

Payoff Date: 8/12/2017
Property Address: 3710 NW 21 ST #401
Invoice Number: 108765753
Date of Invoice: 5/29/2009
Date of Compliance: 7/7/2017

**Submit this lien settlement
form with payment made
Payable to:**

City of Lauderdale Lakes

Code Board

Case No 09-0163

Patio in disrepair

Number of Days: 2000 and Earlier:

2009	217
2010	365
2011	365
2012	366
2013	365
2014	365
2015	365
2016	366
2017	188
Total Days	2,962

*Lien
Reduction*

Amount of Invoice: \$ 370,250.00
Administrative Fine: \$ 45.00
Recording Fee: \$ 35.00
Release Fee: \$ 35.00
Postage Fee: \$ 27.70
Lien Reduction \$ (311,010.00)
Total Due \$ 59,382.70

Daily Penalty Accrual: \$ 125.00

Please increase the amount due by the daily interest accrual amount for each day payment is delayed beyond the payoff date at the top of this page, if applicable.

PLEASE NOTE: If you wish to expedite the Release of Lien, we advise payment to be made by Cashier's Check or Money Order.

Please send your payment with this form to the Department of Financial Services at the above address. Should you require additional information, please email: liens@lauderdalelakes.org

MARTY KIAR
BROWARD
COUNTY
PROPERTY
APPRAISER



Site Address	4701 NW 42 STREET, LAUDERDALE LAKES FL 33319-4720	ID #	4941 24 05 1000
Property Owner	WATKINS, SHAMEL	Millage	2012
Mailing Address	4701 NW 42 ST LAUDERDALE LAKES FL 33319	Use	01
Abbreviated Legal Description	OAKLAND ESTATES 2ND SEC 63-46 B LOT 9 BLK 9		

The just values displayed below were set in compliance with Sec. 193.011, Fla. Stat., and include a reduction for costs of sale and other adjustments required by Sec. 193.011(8).

Property Assessment Values					
Click here to see 2016 Exemptions and Taxable Values as reflected on the Nov. 1, 2016 tax bill.					
Year	Land	Building / Improvement	Just / Market Value	Assessed / SOH Value	Tax
2017	\$23,110	\$136,080	\$159,190	\$159,190	
2016	\$23,110	\$136,080	\$159,190	\$159,190	\$4,524.95
2015	\$23,110	\$126,960	\$150,070	\$150,070	\$4,402.58

2017 Exemptions and Taxable Values by Taxing Authority				
	County	School Board	Municipal	Independent
Just Value	\$159,190	\$159,190	\$159,190	\$159,190
Portability	0	0	0	0
Assessed/SOH	\$159,190	\$159,190	\$159,190	\$159,190
Homestead	0	0	0	0
Add. Homestead	0	0	0	0
Wid/Vet/Dis	0	0	0	0
Senior	0	0	0	0
Exempt Type	0	0	0	0
Taxable	\$159,190	\$159,190	\$159,190	\$159,190

Sales History				Land Calculations		
Date	Type	Price	Book/Page or CIN	Price	Factor	Type
6/9/2017	WD-D	\$69,000	114437044	\$3.00	7,704	SF
5/12/2014	QCD-T	\$100	112871029			
3/12/2012	WD-Q-SS	\$80,000	48636 / 322			
12/19/2006	QCD	\$100	47512 / 1706			
12/8/2005	QCD	\$100	41362 / 1733			
				Adj. Bldg. S.F. (Card, Sketch)		2087
				Units/Beds/Baths		1/3/2
				Eff./Act. Year Built: 1969/1968		

Special Assessments								
Fire	Garb	Light	Drain	Impr	Safe	Storm	Clean	Misc
20	L					LS		
R	1							
1								

RETURN TO:

CITY OF LAUDERDALE LAKES
ATTN: FINANCE DEPARTMENT
4300 NW 36 STREET
LAUDERDALE LAKES, FL 33319

THIS INSTRUMENT PREPARED BY:

ALAN L. GABRIEL, ESQ.
WEISS SEROTA HELFMAN PASTORIZA
BONISKE & COLE, PL
200 East Broward Boulevard, Suite 1900
Fort Lauderdale, Florida 33301

CITY OF LAUDERDALE LAKES
CODE ENFORCEMENT
SPECIAL MAGISTRATE

CITY OF LAUDERDALE LAKES,
Broward County, Florida, A Florida
municipal corporation,
Petitioner,

CASE NO. 08-2473

v.

CHRISTOPHER WATKINS ESTATE,
Respondent(s).

**ORDER IMPOSING
MUNICIPAL CODE ENFORCEMENT LIEN
AND ADMINISTRATIVE FINE**

THIS MATTER, having come before the CITY OF LAUDERDALE LAKES, SPECIAL MAGISTRATE on the 5th day of January, 2010 on the Motion of the City Code Enforcement officer, pursuant to notice, to impose sanctions against said Respondent(s), CHRISTOPHER WATKINS ESTATE, for failure to comply with the Final Order of the Special Magistrate in this matter, pursuant to the authority of section 162.09, Florida Statutes, and the Special Magistrate having heard the testimony of the City Code Enforcement Officer, the witnesses and having reviewed its file in the matter, finds as follows:

A. That Respondent(s) have violated section(s) LDR513.1-5 of the LAUDERDALE LAKES Code, contrary to the terms of the Final Order entered in the above styled matter on August 7, 2009, together with any extensions thereto.

B. The aforesaid violation of the aforementioned section(s) of the LAUDERDALE LAKES Code is a violation of the aforesaid Final Order, which has been served upon Respondent(s).

C. Since September 24, 2009, the date set for compliance by the aforesaid Final Order, Respondent(s) failed to comply therewith.

D. Respondent(s) have accordingly violated the Amended Final Order of the Special Magistrate as detailed above, and the said violation(s) shall be punished by fine of \$100.00 for each day each such violation continued to exist after the date set for compliance, the same being \$100.00 per day commencing September 25, 2009. This fine shall continue to

K 1/18/12

accrue until such time as the Respondent shall comply with said Amended Final Order and notify the Code Enforcement Officer of the City of Lauderdale Lakes that there has been compliance or until judgment is rendered in a suit filed pursuant to section 162.09, Florida Statutes, whichever occurs first.

It is thereupon **ORDERED** as follows:

1. Respondent(s) shall be fined the sum of \$100.00 per day for each day each such violation of the Special Magistrate's Amended Final Order in this matter as aforesaid continued to exist after the date set for compliance, for an administrative penalty of ONE HUNDRED and 00/100ths (\$100.00) dollars per day commencing September 25, 2009 as set forth above, plus the \$45.00 administrative fine to cover costs incurred by the City in the prosecution of this matter. This fine shall continue to accrue until such time as the Respondent shall comply with said Amended Final Order and notify the Code Enforcement Officer of the City of Lauderdale Lakes that there has been compliance or until judgment is rendered in a suit filed pursuant to section 162.09, Florida Statutes, whichever occurs first.

2. The CITY OF LAUDERDALE LAKES Finance Department is hereby directed to file and record this Order among the Public Records of Broward County, Florida which shall constitute a lien against any personal property of Respondent(s), and the following described real property of Respondent(s) as provided in section 162.09, Florida Statutes, and to proceed with the enforcement and collection of same as provided by law, to wit:

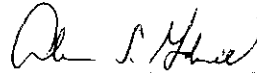
4701 NW 42 STREET, LAUDERDALE LAKES, Florida a/k/a

OAKLAND ESTATES 2ND SEC 63-46 B LOT 9 BLK 9
FOLIO #4941 24 05 1000

DONE AND ORDERED in LAUDERDALE LAKES, Broward County, Florida, this 11th day of January, 2010.

CITY OF LAUDERDALE LAKES

BY:



ALAN L. GABRIEL, ESQUIRE
SPECIAL MAGISTRATE

Copies furnished:
CHRISTOPHER WATKINS ESTATE
(CERTIFIED MAIL)
Code Enforcement Division
City Clerk
Code Inspector

08-2473

7009 1410 0001 6220 3752

6

#16

RETURN TO:
CITY OF LAUDERDALE LAKES
ATTN: FINANCE DEPARTMENT
4300 NW 36 STREET
LAUDERDALE LAKES, FL 33319

THIS INSTRUMENT PREPARED BY:
ALAN L. GABRIEL, ESQ.
WEISS SEROTA HELFMAN PASTORIZA
BONISKE & COLE, PL
200 East Broward Boulevard, Suite 1900
Fort Lauderdale, Florida 33301

CITY OF LAUDERDALE LAKES
CODE ENFORCEMENT
SPECIAL MAGISTRATE

CITY OF LAUDERDALE LAKES,
Broward County, Florida, A Florida
municipal corporation,
Petitioner,

CASE NO. 08-2474

v.

CHRISTOPHER WATKINS ESTATE,
Respondent(s).

**ORDER IMPOSING
MUNICIPAL CODE ENFORCEMENT LIEN
AND ADMINISTRATIVE FINE**

THIS MATTER, having come before the CITY OF LAUDERDALE LAKES, SPECIAL MAGISTRATE on the 5th day of January, 2010 on the Motion of the City Code Enforcement officer, pursuant to notice, to impose sanctions against said Respondent(s), CHRISTOPHER WATKINS ESTATE, for failure to comply with the Final Order of the Special Magistrate in this matter, pursuant to the authority of section 162.09, Florida Statutes, and the Special Magistrate having heard the testimony of the City Code Enforcement Officer, the witnesses and having reviewed its file in the matter, finds as follows:

A. That Respondent(s) have violated section(s) CO42.8(a) of the LAUDERDALE LAKES Code, contrary to the terms of the Final Order entered in the above styled matter on August 7, 2009, together with any extensions thereto.

B. The aforesaid violation of the aforementioned section(s) of the LAUDERDALE LAKES Code is a violation of the aforesaid Final Order, which has been served upon Respondent(s).

C. Since September 24, 2009, the date set for compliance by the aforesaid Final Order, Respondent(s) failed to comply therewith.

D. Respondent(s) have accordingly violated the Amended Final Order of the Special Magistrate as detailed above, and the said violation(s) shall be punished by fine of \$100.00 for each day each such violation continued to exist after the date set for compliance, the same being \$100.00 per day commencing September 25, 2009. This fine shall continue to

2

accrue until such time as the Respondent shall comply with said Amended Final Order and notify the Code Enforcement Officer of the City of Lauderdale Lakes that there has been compliance or until judgment is rendered in a suit filed pursuant to section 162.09, Florida Statutes, whichever occurs first.

It is thereupon **ORDERED** as follows:

1. Respondent(s) shall be fined the sum of \$100.00 per day for each day each such violation of the Special Magistrate's Amended Final Order in this matter as aforesaid continued to exist after the date set for compliance, for an administrative penalty of ONE HUNDRED and 00/100ths (\$100.00) dollars per day commencing September 25, 2009 as set forth above, plus the \$45.00 administrative fine to cover costs incurred by the City in the prosecution of this matter. This fine shall continue to accrue until such time as the Respondent shall comply with said Amended Final Order and notify the Code Enforcement Officer of the City of Lauderdale Lakes that there has been compliance or until judgment is rendered in a suit filed pursuant to section 162.09, Florida Statutes, whichever occurs first.

2. The CITY OF LAUDERDALE LAKES Finance Department is hereby directed to file and record this Order among the Public Records of Broward County, Florida which shall constitute a lien against any personal property of Respondent(s), and the following described real property of Respondent(s) as provided in section 162.09, Florida Statutes, and to proceed with the enforcement and collection of same as provided by law, to wit:

4701 NW 42 STREET, LAUDERDALE LAKES, Florida a/k/a

OAKLAND ESTATES 2ND SEC 63-46 B LOT 9 BLK 9
FOLIO #4941 24 05 1000

DONE AND ORDERED in LAUDERDALE LAKES, Broward County, Florida, this 11th day of January, 2010.

CITY OF LAUDERDALE LAKES

BY: 

ALAN L. GABRIEL, ESQUIRE
SPECIAL MAGISTRATE

Copies furnished:
CHRISTOPHER WATKINS ESTATE
(CERTIFIED MAIL)
Code Enforcement Division
City Clerk
Code Inspector

08-2473

7009 1410 0001 6220 3752

1701 maelaine 4701 @
Gail

LIEN REDUCTION PROGRAM APPLICATION

The City will not consider a request for reduction if the property is not in compliance at the time the application is submitted. All corrections must be verified by the City and deemed in compliance before this application is considered.

Applicant's Name: Norma Watkins - Carlton Post (C 7482)
Mailing Address: 4701 N W 42 St Lauderdale Lakes FL 33319
Telephone Number: (754) 246-6931 Fax: ()
Property Owner's Name: Carlton Post
(Must include all names listed on the warranty deed)
Property Address: 4701 N W 42 St Lauderdale Lakes FL 33319
Folio Number or Property ID Number: 494124051000
Number of Liens Included in this Application for Reduction: 2 D82473 D82474
Property Currently Occupied by (Check One): Owner ☒ Tenants ☒ Vacant ☐
Nature of Property (Check One): Homestead ☒ Non-homestead ☐
Do any of the following circumstances apply (proof required):
☒ Death of Property Owner or Immediate Family Member
☐ Pending Foreclosure
☐ Immediate Family Illness

Signatures

Applicant Norma Watkins Date 4-25-17
If applicant is other than the owner, indicate relationship to owner: Sister
Owner(s): Norma Watkins Carlton Post

If this application is completed and presented by a person(s) other than property owner(s), such person(s) must present evidence to the City that the property owner(s) as listed on the warranty deed has consented to the submission of this application. In addition, the applicant is swearing or affirming by her or his signature that the application and contents thereof are accurate and true to the best of his or her belief. If an applicant gives false information to the City, the City may prosecute for making false written statement to a public servant subject to the terms F.S. 837.06.

For Office Use Only

Date of Compliance: _____
Type of Violation:
Life Safety (specify violation) _____
Community Standard (specify violation) _____

Payment Percentage		Case Criteria
Compliance (# of months in violation)		
Years Lien Outstanding		
Number of Violations (included in application)		
Nature of Property (Homestead/Non-Homestead)		
Unique Circumstances		
Payment Percentage		
X Amount of Lien		
Reduced Amount		
Application Fee	\$200	
Administrative Fee	\$250	
Total Lien Settlement Amount		

Reviewed By: _____ Signature: _____ Date: _____

Submitted to Finance 5/4/17 AG

emailed customer 5/12/17 T.T.C.

accrue until such time as the Respondent shall comply with said Amended Final Order and notify the Code Enforcement Officer of the City of Lauderdale Lakes that there has been compliance or until judgment is rendered in a suit filed pursuant to section 162.09, Florida Statutes, whichever occurs first.

It is thereupon **ORDERED** as follows:

1. Respondent(s) shall be fined the sum of \$100.00 per day for each day each such violation of the Special Magistrate's Amended Final Order in this matter as aforesaid continued to exist after the date set for compliance, for an administrative penalty of ONE HUNDRED and 00/100ths (\$100.00) dollars per day commencing September 25, 2009 as set forth above, plus the \$45.00 administrative fine to cover costs incurred by the City in the prosecution of this matter. This fine shall continue to accrue until such time as the Respondent shall comply with said Amended Final Order and notify the Code Enforcement Officer of the City of Lauderdale Lakes that there has been compliance or until judgment is rendered in a suit filed pursuant to section 162.09, Florida Statutes, whichever occurs first.

2. The CITY OF LAUDERDALE LAKES Finance Department is hereby directed to file and record this Order among the Public Records of Broward County, Florida which shall constitute a lien against any personal property of Respondent(s), and the following described real property of Respondent(s) as provided in section 162.09, Florida Statutes, and to proceed with the enforcement and collection of same as provided by law, to wit:

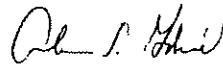
4701 NW 42 STREET, LAUDERDALE LAKES, Florida a/k/a

OAKLAND ESTATES 2ND SEC 63-46 B LOT 9 BLK 9
FOLIO #4941 24 05 1000

DONE AND ORDERED in LAUDERDALE LAKES, Broward County, Florida, this 11th day of January, 2010.

CITY OF LAUDERDALE LAKES

BY:



ALAN L. GABRIEL, ESQUIRE
SPECIAL MAGISTRATE

Copies furnished:
CHRISTOPHER WATKINS ESTATE
(CERTIFIED MAIL)
Code Enforcement Division
City Clerk
Code Inspector

08-2474

754 246 6931

14701 N W 42 St
Lauderdale Lakes
FL 33319

Lauderdale Lakes
City Commissioner
Edward Wallace Code Compliance
Supervisor.

My name is Norma Watkins,
I am writing this letter to let you
know that I am unable to pay
the fees you are charging me for
code violations.

Reason, I am a senior not working.
I only receive \$200.00 mthly for
social security, I receive no other
benefits. Things are very hard as we
all have to face all these cuts back.
My situations are very serious
which I will not go into at this
time.

I am asking you to please help
~~me~~ by reducing these payments for
me. I can try my best to come
up with \$200.00, and that's a big
struggle, but it will be well appreciated.
Please consider my plea, God bless and
thanks Norma Watkins

**City of Lauderdale Lakes
4300 North West 36 Street
Lauderdale Lakes, FL 33319
Lien Payoff Calculation**

Payoff Date: 6/11/2017
Property Address: 4701 NW 42 St
Invoice Number 109894989
Date of Invoice: 9/25/2009
Date of Compliance: 1/18/2012

Submit this lien settlement form with payment made Payable to: City of Lauderdale Lakes Code Board Case No. 08-2473 Exterior Stucco or Staining of Bldg Unpainted for >30 Days

Number of Days: 2000 and Earlier:

2001	
2002	
2003	
2004	
2005	
2006	
2007	
2008	
2009	98
2010	365
2011	365
2012	18
2013	
2014	
2015	
2016	
2017	
Total Days	846

Amount of Invoice: \$ 84,600.00
Administrative Fine: \$ 45.00
Recording Fee: \$ 35.00
Release Fee: \$ 35.00
Postage Fee: \$ 27.70
Lien Reduction: \$ (71,910.00)
Total Due \$ 12,832.70

Daily Penalty Accrual: \$ 100.00

Please increase the amount due by the daily interest accrual amount for each day payment is delayed beyond the payoff date at the top of this page, if applicable.

PLEASE NOTE: If you wish to expedite the Release of Lien, we advise payment to be made by Cashier's Check or Money Order.

**City of Lauderdale Lakes
4300 North West 36 Street
Lauderdale Lakes, FL 33319
Lien Payoff Calculation**

Payoff Date: 6/11/2017
Property Address: 4701 NW 42 St
Invoice Number: 109894990
Date of Invoice: 9/25/2009
Date of Compliance: 3/24/2011

Submit this lien settlement
form with payment made
Payable to:
City of Lauderdale Lakes

Code Board

Case No. 08-2474

Un-permitted Patio
Screen Enclosure

Number of Days: 2000 and Earlier:

2001
2002
2003
2004
2005
2006
2007
2008
2009 98
2010 365
2011 83
2012
2013
2014
2015
2016
2017

Total Days

546

Amount of Invoice: \$ 54,600.00

Administrative Fine: \$ 45.00

Recording Fee: \$ 35.00

Release Fee: \$ 35.00

Postage Fee: \$ 27.70

Lien Reduction: \$ (46,956.00)

Total Due \$ 7,786.70

Daily Penalty Accrual: \$ 100.00

Please increase the amount due by the daily interest accrual amount for each day payment is delayed beyond the payoff date at the top of this page, if applicable.

PLEASE NOTE: If you wish to expedite the Release of Lien, we advise payment to be made by Cashier's Check or Money Order.

CASE NO 08-2474

City of Lauderdale Lakes
4300 North West 36 Street
Lauderdale Lakes, FL 33319
Lien Payoff Calculation

Payoff Date: 4/13/2017
Property Address: 4701 NW 42 St
Invoice Number 109894990
Date of Invoice: 9/25/2009
Date of Compliance: 3/24/2011

Submit this lien settlement form with payment made Payable to: City of Lauderdale Lakes
Code: Board
Case No. 08-2474
Un-permitted Patio Screen Enclosure

Number of Days: 2000 and Earlier:

2001	
2002	
2003	
2004	
2005	
2006	
2007	
2008	
2009	98
2010	365
2011	83
2012	
2013	
2014	
2015	
2016	
2017	

Total Days 546

Amount of Invoice: \$ 54,600.00
Administrative Fine: \$ 45.00
Recording Fee: \$ 35.00
Release Fee: \$ 35.00
Postage Fee: \$ 27.70

Daily Penalty Accrual: \$ 100.00

Total Due \$ 54,742.70

Please increase the amount due by the daily interest accrual amount for each day payment is delayed beyond the payoff date at the top of this page, if applicable.

PLEASE NOTE: If you wish to expedite the Release of Lien, we advise payment to be made by Cashier's Check or Money Order.

City of Lauderdale Lakes
4300 North West 36 Street
Lauderdale Lakes, FL 33319
Lien Payoff Calculation

Payoff Date: 4/13/2017
Property Address: 4701 NW 42 St
Invoice Number: 109894989
Date of Invoice: 9/25/2009
Date of Compliance: 1/18/2012

Submit this lien settlement
form with payment made
Payable to:
City of Lauderdale Lakes

Code Board

Case No. 08-2473

Exterior Stucco or Staining of Bldg
Unpainted for >30 Days

Number of Days: 2000 and Earlier:

2001
2002
2003
2004
2005
2006
2007
2008
2009 98
2010 365
2011 365
2012 18
2013
2014
2015
2016
2017

Total Days

846

Amount of Invoice: \$ 84,600.00
Administrative Fine: \$ 45.00
Recording Fee: \$ 35.00
Release Fee: \$ 35.00
Postage Fee: \$ 27.70

Daily Penalty Accrual: \$ 100.00

Total Due \$ 84,742.70

Please increase the amount due by the daily interest accrual amount for each day payment is delayed beyond the payoff date at the top of this page, if applicable.

PLEASE NOTE: If you wish to expedite the Release of Lien, we advise payment to be made by Cashier's Check or Money Order.

CITY OF LAUDERDALE LAKES

Agenda Cover Page

Fiscal Impact:

Contract Requirement:

Title

DISCUSSION REGARDING THE ANNUAL COMPENSATION FOR THE CITY COMMISSION
--

Summary

This is a discussion regarding the annual compensation for the City Commission. In accordance with Sec. 2-31(a) of the City's Charter the current compensation is \$11,000.00 for the Mayor and \$9,000.00 for each Commissioner.

Staff Recommendation

Background:

Not applicable

Funding Source:

Not applicable

Sponsor Name/Department: Commissioner Sandra Davey, Office of the Mayor and City Commission

Meeting Date: 7/24/2017