

TOWN OF DAVIE TOWN COUNCIL AGENDA REPORT

TO: Mayor and Councilmembers

FROM/PHONE: Thomas Willi, Town Administrator

SUBJECT: Resolution

TITLE OF AGENDA ITEM: A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA AUTHORIZING THE MAYOR TO EXECUTE ON BEHALF OF THE TOWN, THE SIXTH AMENDMENT TO THE INTERLOCAL AGREEMENT BY AND BETWEEN BROWARD COUNTY, THE TOWN OF DAVIE, AND THE OTHER MUNICIPALITIES WHO ARE PARTIES TO THE AGREEMENT FOR SOLID WASTE DISPOSAL SERVICES; AND PROVIDING AN EFFECTIVE DATE.

REPORT IN BRIEF: The County's refinancing of bonds relating to the Broward Solid Waste Disposal District resulted in significant savings. The savings are realized as a credit against the monthly bill which the County receives under a service agreement with Wheelabrater. This credit will cause excess funds to accumulate, due to the reduction in the cost of operating the resource recovery system. The savings will be returned to the contract communities based upon their contribution of processable waste to the system.

PREVIOUS ACTIONS: originally approved by R-87-058 on March 18, 1987; amendments made by R-96-68 and R-99-268 approved on March 6, 1996 and August 18, 1999 respectively.

CONCURRENCES: not applicable

FISCAL IMPACT: not applicable

RECOMMENDATION(S): motion to approve the resolution

Attachment(s): resolution, agreement

RESOLUTION

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA AUTHORIZING THE MAYOR TO EXECUTE ON BEHALF OF THE TOWN, THE SIXTH AMENDMENT TO THE INTERLOCAL AGREEMENT BY AND BETWEEN BROWARD COUNTY, THE TOWN OF DAVIE, AND THE OTHER MUNICIPALITIES WHO ARE PARTIES TO THE AGREEMENT FOR SOLID WASTE DISPOSAL SERVICES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Davie entered into a Interlocal Agreement with Broward County and other municipalities who are parties to an Interlocal Agreement for solid waste disposal services; and

WHEREAS, the Interlocal Agreement has been subsequently amended by the County and various municipalities; and

WHEREAS, Broward County has requested that the Town enter into a document entitled "Sixth Amendment" to the Interlocal Agreement so as to update and revise the Interlocal Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA:

SECTION 1. The Town Council of the Town of Davie hereby authorizes the Mayor to execute on behalf of the Town, the "Sixth Amendment" to the Interlocal Agreement By and Between Broward County, Town of Davie and the other Municipalities who are parties to the Agreement for Solid Waste Disposal Services, a copy of which is attached hereto as Exhibit "A".

SECTION 2. The appropriate Town Officials are authorized to take all necessary actions to implement the Agreement.

SECTION 3. This Resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2001.

MAYOR/COUNCILMEMBER

ATTEST:

TOWN CLERK

APPROVED THIS _____ DAY OF _____, 2001.

SIXTH AMENDMENT

This Sixth Amendment dated as of _____, 2001, to the Interlocal Agreement with Broward County for Solid Waste Disposal Services ("Interlocal Agreement"), dated for convenience November 25, 1985, by and between Broward County, a political subdivision of the State of Florida, by and through its Board of County Commissioners, ("COUNTY") and the Municipalities who are parties to the Interlocal Agreement ("CONTRACT COMMUNITIES").

WITNESSETH

WHEREAS, the issuance of the \$175,665,000 Broward County, Florida Resource Recovery Refunding Revenue Bonds, Series 2001A (Wheelabrator South Project, Inc.); \$9,330,000 Broward County, Florida Resource Recovery Refunding Revenue Bonds, Series 2001B (Taxable) (Wheelabrator South Project, Inc.); \$150,700,000 Broward County, Florida Resource Recovery Refunding Revenue Bonds, Series 2001A (Wheelabrator North Project, Inc.); and \$8,000,000 Broward County, Florida Resource Recovery Refunding Revenue Bonds, Series 2001B (Taxable) (Wheelabrator North Project, Inc.) has resulted in a savings to the Resource Recovery System; and

WHEREAS, said savings is realized as a credit to the Resource Recovery System, since it serves to lower the cost of the operation of the System; and

WHEREAS, the Resource Recovery Board desires to pass this savings to the Contract Communities, in an amount which reflects each Contract Community's contribution to the Resource Recovery System; and

WHEREAS, in order to return excess funds to the Contract Communities, a mechanism must be established, which requires an amendment to the Interlocal Agreement;

NOW, THEREFORE, the parties do agree to amend the Interlocal Agreement as follows:

1. Except as may be provided in this Sixth Amendment, all defined terms used herein shall have the meanings ascribed to them in the Interlocal Agreement.

2. A new section 6.6 shall be added to the Interlocal Agreement and shall read as follows:

6.6 Notwithstanding anything contained herein to the contrary, beginning in Fiscal Year 2001, and for the remainder of the term of the Bonds (as defined herein) revenues which are a result of a savings in debt service attributable to the issuance of the \$175,665,000 Broward County, Florida Resource Recovery Refunding Revenue Bonds, Series 2001A (Wheelabrator South Project, Inc.); \$9,330,000 Broward County, Florida Resource Recovery Refunding Revenue Bonds, Series 2001B (Taxable) (Wheelabrator South Project, Inc.); \$150,700,000 Broward County, Florida Resource Recovery Refunding Revenue Bonds, Series 2001A (Wheelabrator North Project, Inc.); and \$8,000,000 Broward County, Florida Resource Recovery

Refunding Revenue Bonds, Series 2001B (Taxable) (Wheelabrator North Project, Inc.) (collectively, "Bonds"), shall be distributed, no more than quarterly, to the Contract Communities in a pro rata amount which represents each Contract Community's tonnage contribution of Processable Waste to the Resource Recovery System.

3. Except as modified herein, the Interlocal Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have hereto 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 Chair or Vice Chair, authorized to execute the same by Board action of the ____ day of _____, 2001, and by the CONTRACT COMMUNITIES signing by and through official(s) duly authorized to execute the same.

COUNTY

BROWARD COUNTY, through its BOARD OF COUNTY COMMISSIONERS

ATTEST:

By: _____
Chair

County Administrator and Ex-Officio
Clerk of the Board of County
Commissioners of Broward County, Florida

_____ day of _____, 2001

Approved as to form by
Office of the County Attorney
115 South Andrews Avenue
Fort Lauderdale, Florida 33301

By: _____
Noel M. Pfeffer
Deputy County Attorney

SIXTH AMENDMENT TO INTERLOCAL AGREEMENT WITH BROWARD COUNTY FOR
SOLID WASTE DISPOSAL SERVICE

CONTRACT COMMUNITY

Name of Contract Community

By: _____

____ day of _____, 2001

ATTEST:

Approved as to form:

City Attorney