



SECOND AMENDMENT TO SETTLEMENT AGREEMENT

This Second Amendment ("Second Amendment") to the Settlement Agreement (the "Settlement Agreement") by and between Broward County, Florida, a political subdivision of the State of Florida (the "County"), and the City of Sunrise, the City of Weston, the City of Hollywood, the City of Fort Lauderdale, the City of Lauderhill, the Town of Lauderdale-By-The-Sea, the City of Lighthouse Point, the City of Tamarac, the Town of Davie, the City of Plantation, the City of Coconut Creek, the City of Deerfield Beach, the City of Miramar, the City of Margate, the City of Cooper City, the City of North Lauderdale, the City of Coral Springs, the Town of Southwest Ranches, the City of Wilton Manors, the Town of Hillsboro Beach, and the Village of Sea Ranch Lakes, all political subdivisions of the State of Florida (individually, each is a "Settling Municipality"; collectively, the "Settling Municipalities"), is made and entered into as of the Second Amendment Effective Date (as defined below).

Recitals

A. In June 2015, the County and the Settling Municipalities entered into a Settlement Agreement to settle the litigation styled *City of Sunrise, et al. v. Broward County*, 17th Judicial Circuit Court Case No. CACE-013-015660.

B. The Settlement Agreement provides for the County and the Settling Municipalities to use their best efforts (and to take all reasonable steps) to sell the parcel of land known as Alpha 250, as further described in the Settlement Agreement ("Alpha 250").

C. The City of Lauderdale Lakes, the City of West Park, the City of Oakland Park, and the Town of Pembroke Park, all political subdivisions of the State of Florida (individually, each is a "Consenting Municipality"; collectively, the "Consenting Municipalities"), did not join the above-referenced litigation or the Settlement Agreement but instead entered into Interlocal Agreements Regarding Distribution of Solid Waste Disposal District Assets with the County pursuant to which they have received and will receive their respective *pro rata* shares of proceeds distributed under the terms of the Settlement Agreement, including their respective shares from any sale of Alpha 250.

D. In an amendment to the Settlement Agreement, dated June 9, 2016 (the "First Amendment"), the County and the Settling Municipalities agreed to delay the sale of Alpha 250 for one year from the effective date of the First Amendment (the "Sale Delay Period") to allow the County to procure a study (the "Study") for an evaluation and recommendations regarding how to reach a 75% County-wide recycling goal, what impact retaining public ownership of Alpha 250 would have on that recycling goal and County-wide solid waste disposal, and other general solid waste disposal issues that might be identified through the Study. The First Amendment provided that the Settlement Agreement may be further amended based upon the results of the Study. In addition, the First Amendment allowed the County and the Settling Municipalities to further extend the Sale Delay Period for an additional period of up to one year upon written

approval of the County Administrator and the Mayors of Coconut Creek, Fort Lauderdale, Hollywood, Miramar, Sunrise, and Weston (collectively, the "Mayors").

E. In June 2017, the County retained Arcadis, U.S., Inc., Kessler Consulting, Inc., Total Municipal Solutions, L.L.C., and GMAC Consulting, L.L.C. (collectively, the "Arcadis Team") to conduct the Study, which the Arcadis Team commenced in October 2017.

F. Thereafter, consistent with the First Amendment, the County Administrator and the Mayors provided Written Approval of Extension of Sale Delay Period Under First Amendment to Settlement Agreement Until October 11, 2018 (the "Written Approval of Extension"), which further extended the Sale Delay Period until October 11, 2018.

G. In August 2018, the Arcadis Team concluded the Study and issued its Solid Waste and Recycling Issues Study Interim Final Report (the "Interim Final Report"), which summarizes the Arcadis Team's findings based on the Study and includes its final evaluations and recommendations.

H. In order to analyze the Interim Final Report and address the final evaluations and recommendations presented therein, the County and the Settling Municipalities desire to amend the Settlement Agreement to further extend the Sale Delay Period under the terms and conditions stated herein.

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

1. The foregoing recitals are true and correct, and are incorporated herein by reference.
2. Notwithstanding any provision to the contrary in the Settlement Agreement, the First Amendment, or the Written Approval of Extension, the County and the Settling Municipalities agree to extend the Sale Delay Period until October 11, 2019. The Sale Delay Period may be further extended for up to three additional periods, each for up to one year, provided that any such additional extension be approved in writing by the County Administrator and the Mayors.
3. Amendment Approval Process.
 - a. Once approved by the County Commission, this Second Amendment shall be presented for approval at public Commission/Council meetings at each of the Settling Municipalities and Consenting Municipalities (the County shall communicate this requirement to the Consenting Municipalities).
 - b. To be effective, this Second Amendment must, within one hundred twenty (120) days after approval by the County Commission: (1) be approved and executed by all Settling Municipalities, with concurrent notice attaching true copies thereof provided to the County; and (2) be consented to by each of the Consenting

Municipalities through a separate written instrument between the County (by and through the County Administrator) and each of the Consenting Municipalities in which each of the Consenting Municipalities agrees to the terms of the Second Amendment.

4. **Effective Date.** The date of the last approval and execution of this Second Amendment by a Settling Municipality, or the date of the last execution of a written instrument reflecting the consent of a Consenting Municipality, whichever is last, is the "Second Amendment Effective Date."

5. Except as otherwise revised in this Second Amendment, the terms and conditions of the original Settlement Agreement as modified by the First Amendment shall remain in full force and effect. Capitalized terms not otherwise defined herein shall have the meanings set forth in the Settlement Agreement or the First Amendment. The preparation of this Second Amendment 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 any party hereto. In the event a portion of this Second Amendment is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective and the parties agree to negotiate in good faith to modify that portion of this Second Amendment in a manner designed to effectuate the original intent of the parties.

6. This Second Amendment may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

(The remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, the parties hereto have made and executed this Second Amendment to the Settlement Agreement on the respective dates under each signature: BROWARD COUNTY, signing by and through its Mayor or Vice-Mayor, duly authorized to execute same by Board action on the 13th day of September, 2018, and the SETTLING MUNICIPALITIES, signing by and through their respective Mayors or other representatives duly authorized to execute same.

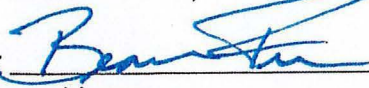
BROWARD COUNTY

ATTEST:



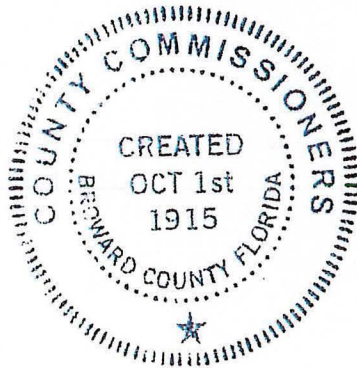
Broward County Administrator, as
ex officio Clerk of the Broward County
Board of County Commissioners

BROWARD COUNTY, by and through
its Board of County Commissioners

By 

Mayor

20th day of September, 2018



Approved as to form by
Andrew J. Meyers
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

By 

Keoki M. Baron (Date) 08/29/18
Assistant County Attorney

CITY OF COCONUT CREEK

ATTEST:

11th Day OF October, 2018



Leslie Wallace May
Leslie Wallace May, City Clerk

BY: [Signature]
Joshua Rydell, Mayor

11th day of October, 2018

Approved as to form and legality:

By: Terrill C. Pyburn
Terrill C. Pyburn, City Attorney

11th day of October, 2018

By: Mary C. Blasi
Mary C. Blasi, City Manager

11th day of October, 2018

[NAME OF MUNICIPALITY]

ATTEST:

_____ OF _____

[Signature]
City Clerk

BY: _____
Mayor

_____ day of _____, 2018

Approved as to form and legality:

By: _____
City Attorney

BY: _____
City Manager

7 day of January, 2018

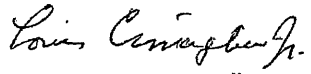
_____ day of _____, 2018

[NAME OF MUNICIPALITY]

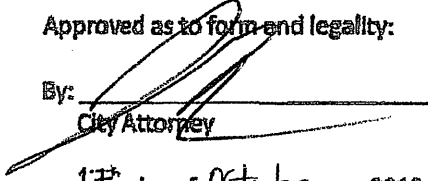
ATTEST:


CITY OF CORAL SPRINGS


DEBRA THOMAS, City Clerk

BY: 
Mayor, WALTER G. CAMPBELL, JR.
17th day of October, 2018

Approved as to form and legality:

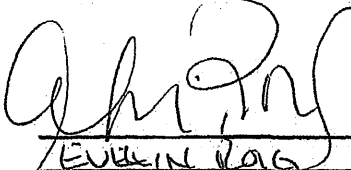
By: 
City Attorney
17th day of October, 2018


By: 
City Manager, MICHAEL GOODRUM
17th day of October, 2018

[NAME OF MUNICIPALITY]

ATTEST:

TOWNSHIP OF DAVIE



EVELYN RAG
TOWNSHIP OF DAVIE, City Clerk

BY: 
Mayor

17 day of OCTOBER, 2018

Approved as to form and legality:

By: 
City Attorney

By: 
City Manager

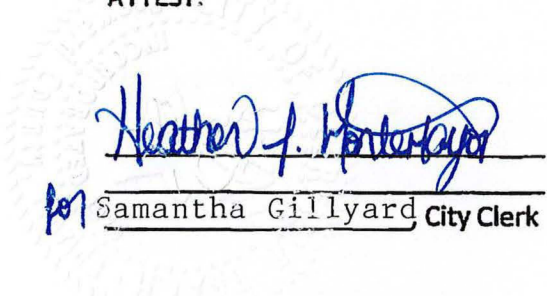
17 day of OCTOBER, 2018

17 day of OCTOBER, 2018

City of Deerfield Beach

State OF Florida

ATTEST:

A circular seal of the City of Deerfield Beach is visible in the background, partially overlapping the signature of the City Clerk. The seal contains the text "CITY OF DEERFIELD BEACH" and "INCORPORATED 1961".
Heather J. Montenegro
for Samantha Gillyard, City Clerk

BY: Bill Ganz
Bill Ganz, Mayor
13th day of November, 2018

Approved as to form and legality:

By: Andrew Maurodis
Andrew Maurodis, City Attorney
20th day of November, 2018

By: Burgess Hanson
Burgess Hanson, City Manager
16th day of November, 2018

SECOND AMENDMENT TO SETTLEMENT AGREEMENT

CITY OF FORT LAUDERDALE, through its City Commission, signing by and through its Mayor or Vice-Mayor, authorized to execute the same by Board action on the _____ day of _____, 2019.

WITNESS:

Jeannette A. Johnson
Signature of Witness

Jeannette A. Johnson
Print of Type Name of Witness

[Signature]
Signature of Witness

Kerry Arthurs
Print of Type Name of Witness

CITY OF FORT LAUDERDALE, a
Florida Municipal Corporation

By: *[Signature]*
Dean J. Trantalis, Mayor

11th day of January, 2019

By: *[Signature]*
Christopher J. Lagerbloom,
ICMA-CM, City Manager

9th day of January, 2019

ATTEST:

By: *[Signature]*
Jeffrey A, Modarelli, City Clerk

Approved as to legal form:

Alain E. Boileau, City Attorney

By: *[Signature]*
Tania M. Amar, Assistant City Attorney

Designated Address for Notices (include email address(es):

City of Fort Lauderdale
City Hall
100 North Andrews Avenue
Fort Lauderdale, FL 33301
Attention: City Manager
Email: lfeldman@fortlauderdale.gov

With a copy to:
City Attorney
City of Fort Lauderdale
100 North Andrews Avenue
Fort Lauderdale, FL 33301
Email: aboileau@fortlauderdale.gov

TOWN OF HILLSBORO BEACH, FLORIDA



ATTEST:

Sherry D. Henderson

Sherry D. Henderson, CMC Town Clerk

2nd day of October, 2018

BY: *Deborah L. Tarrant*

Deborah L. Tarrant, Mayor

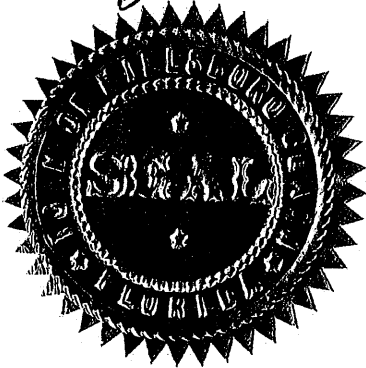
2 day of October, 2018

Approved as to form and legality:

BY: *Donald J. Doody*
Donald J. Doody, Town Attorney

BY: *William M. Serda*
William M. Serda, Town Manager

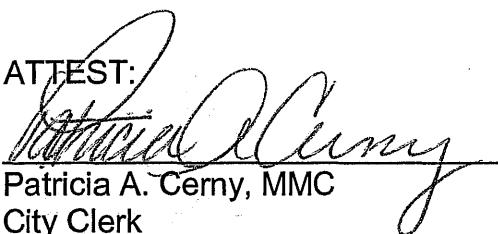
2 day of October, 2018



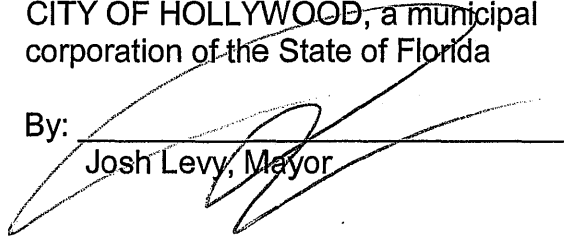
CITY OF HOLLYWOOD

CITY OF HOLLYWOOD, a municipal
corporation of the State of Florida

ATTEST:


Patricia A. Cerny, MMC
City Clerk

By:

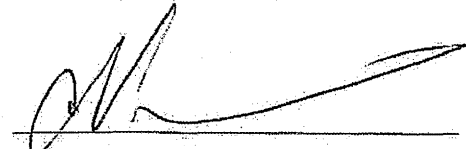

Josh Levy, Mayor

APPROVED AS TO FORM & LEGAL
SUFFICIENCY for the use and reliance
of the City of Hollywood, Florida, only.


Douglas R. Gonzales, City Attorney

SECOND AMENDMENT TO THE 2015 SETTLEMENT AGREEMENT The Litigation Styled *City Of Sunrise, Et 01. V. Broward County*, 17th Judicial Circuit Court Case No. CACE-013-01S660.


Town of Lauderdale-By-The-Sea, Florida



Mayor Chris Vincent


13th day of November, 2018.

ATTEST:

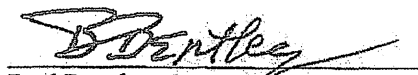


Tedra Allen, Town Clerk

Approved as to form and legality:

By: 
Susan L. Trevarthen, Town Attorney

13th day of November, 2018.



Bud Bentley, Town Manager

16th day of November, 2018.

CITY OF LAUDERHILL

ATTEST:

Andrea Anderson
Andrea Anderson, City Clerk

By: [Signature]
Mayor Richard J. Kaplan

26 day of September, 2018

Approved as to form and legality:

By: W. Earl Hall
W. Earl Hall, City Attorney

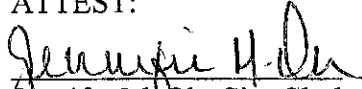
By: [Signature]
Charles Faranda, City Manager

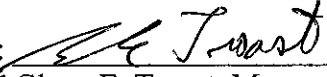
26 day of September, 2018

26 day of September, 2018

CITY OF LIGHTHOUSE POINT, FLORIDA


ATTEST:

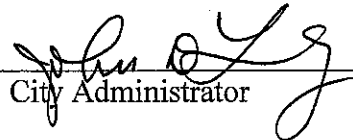

Jennifer M. Oh, City Clerk

By: 
Glenn E. Troast, Mayor

Approved as to form:

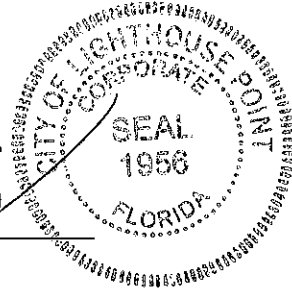
11th day of December, 2018

By: 
City Attorney

By: 
City Administrator

11th day of December, 2018

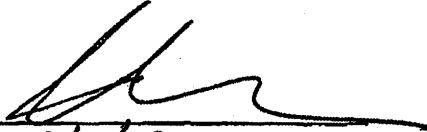
11th day of December, 2018

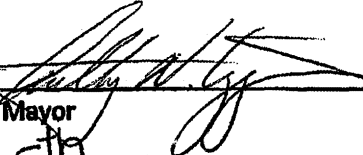


[NAME OF MUNICIPALITY]

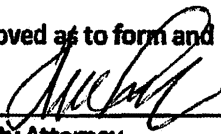
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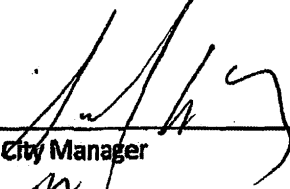
City of Margate


12/13/18
Joseph J. Karanaga, City Clerk

BY: 
Mayor
5th day of December, 2018

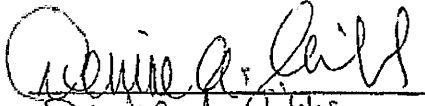
Approved as to form and legality:

By: 
City Attorney
12 day of December, 2018

By: 
City Manager
12th day of December, 2018


[NAME OF MUNICIPALITY]

ATTEST:

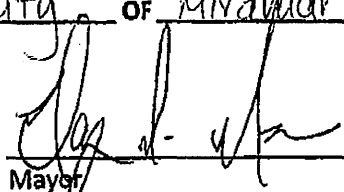


Denise A. Gibbs
_____, City Clerk

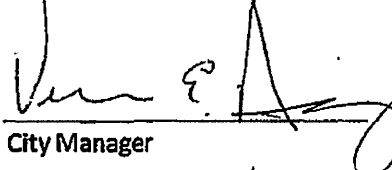
Approved as to form and legality:

By: 

City Attorney
28th day of November, 2018

City of Uranian
BY: 

Mayor
28 day of November, 2018

By: 

City Manager
28 day of November, 2018

CITY OF NORTH LAUDERDALE
701 SW 71 Avenue
North Lauderdale, FL 33068

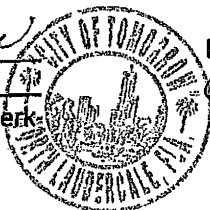
[NAME OF MUNICIPALITY]

ATTEST:

City OF NORTH LAUDERDALE

Patricia Vancher

PATRICIA VANCHER, City Clerk



BY: Jack Brady
Mayor JACK BRADY

30 day of October, 2018

Approved, as to form and legality:

By: Stuffel S. Goren
City Attorney STUFFEL S. GOREN

30 day of October, 2018

By: Ambreen Bhatia
City Manager AMBREEN BHATIA

30 day of October, 2018

[NAME OF MUNICIPALITY]

ATTEST:

City OF Plantation

Susan K. Slattery

Susan K. Slattery, City Clerk

By: Diane Veltz Bendebone
Mayor

15 day of October, 2018

Approved as to form and legality: *

By: Donald Runway
City Attorney

16 day of OCTOBER, 2018

By: [Signature]
City Manager
Chief Administrative Officer

15 day of October, 2018

* This Second Amendment to Settlement Agreement is authorized by Plantation Resolution No. 12655 which became effective on October 11, 2018.

Village of Sea Ranch Lakes

Pg 1 / of 1

ATTEST:

Stan Paton

Stan Paton, City Clerk

By: [Signature]

Mayor

17th Day of October, 2018

Approved as to form and legality:

By: [Signature]
City Attorney

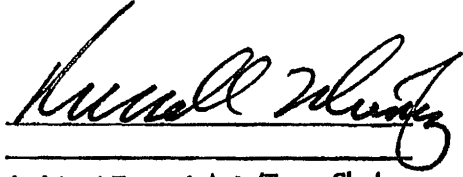
22 day of October, 2018

By: N/A
City Manager

_____ day of _____, 2018

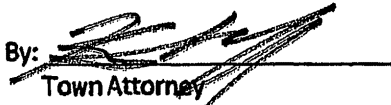
Town of Southwest Ranches

ATTEST:



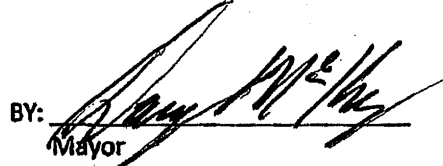
Assistant Town Admin/Town Clerk

Approved as to form and legality:

By: 
Town Attorney

15th day of November, 2018

_____ OF _____

BY: 
Mayor

15th day of November, 2018

By: 
Town Administrator


15th day of November, 2018

CITY OF SUNRISE

[NAME OF MUNICIPALITY]

ATTEST:

CITY OF SUNRISE



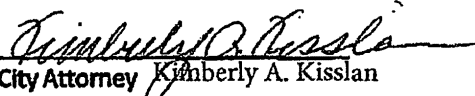
Felicia M. Bravo



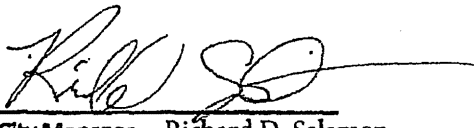

BY: _____
Mayor Michael J. Ryan

9th day of October, 2018

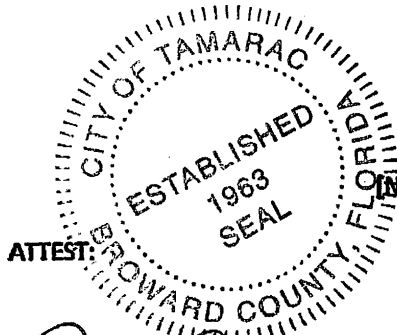
Approved as to form and legality:

By: 

City Attorney Kimberly A. Kisslan
9th day of October, 2018

By: 

City Manager Richard D. Salamon
9th day of October, 2018



[NAME OF MUNICIPALITY]

City OF Tamarac

ATTEST:

Patricia A. Tengel 10/25/18
_____, City Clerk

BY: [Signature]
Mayor

24 day of October, 2018

Approved as to form and legality:

By: [Signature] (Jan Singer
City Attorney for Sam S. Goren)

BY: [Signature]
City Manager


23 day of October, 2018

25 day of October, 2018

IN WITNESS WHEREOF, the parties hereto have made and executed this Second Amendment to the Settlement Agreement on the respective dates under each signature: BROWARD COUNTY, signing by and through its Mayor or Vice-Mayor, duly authorized to execute same by Board action on the 13th day of September, 2018; and **CITY OF WESTON**, signing by and through its authorized officer or official, duly authorized to execute same by official action taken on the **15th day of October, 2018**.

CITY

CITY OF WESTON

By 
Daniel J. Stermer, Mayor

15th day of October, 2018


ATTEST:


Patricia A. Bates, City Clerk

By 
John R. Flint, City Manager

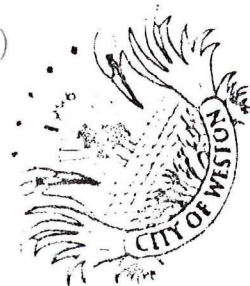
16th day of October, 2018

APPROVED AS TO LEGAL FORM:


Jamie Alan Cole, City Attorney

15th day of October, 2018

(SEAL)




CITY OF WILTON MANORS

ATTEST:



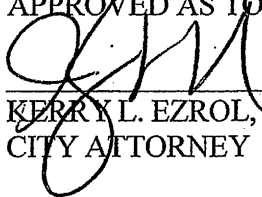
FAITH LOMBARDO
CITY CLERK

BY: 

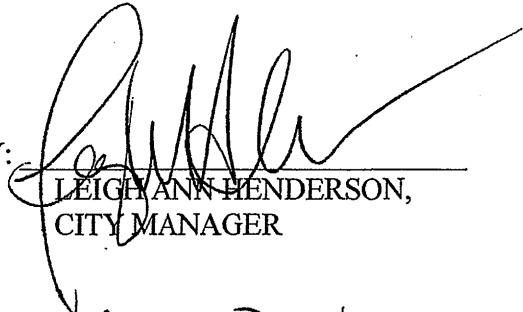
JUSTIN FLIPPEN, MAYOR

13 day of December, 2018

APPROVED AS TO FORM



KERRY L. EZROL,
CITY ATTORNEY

BY: 

LEIGH ANN HENDERSON,
CITY MANAGER

11 day of December, 2018

28 day of November, 2018

CONSENT TO TERMS OF SECOND AMENDMENT

The City of Lauderdale Lakes, the City of West Park, the City of Oakland Park, and the Town of Pembroke Park (individually, each is a "Consenting Municipality"; collectively, the "Consenting Municipalities") execute this Consent to Terms of Second Amendment ("Consent") to Settlement Agreement approved by the County Commission on September 13, 2018 (the "Second Amendment").

Recitals

A. In June 2015, the County and the City of Sunrise, the City of Weston, the City of Hollywood, the City of Fort Lauderdale, the City of Lauderhill, the Town of Lauderdale-By-The-Sea, the City of Lighthouse Point, the City of Tamarac, the Town of Davie, the City of Plantation, the City of Coconut Creek, the City of Deerfield Beach, the City of Miramar, the City of Margate, the City of Cooper City, the City of North Lauderdale, the City of Coral Springs, the Town of Southwest Ranches, the City of Wilton Manors, the Town of Hillsboro Beach, and the Village of Sea Ranch Lakes, all political subdivisions of the State of Florida (individually, each is a "Settling Municipality"; collectively, the "Settling Municipalities"), entered into a Settlement Agreement (the "Settlement Agreement") to settle the litigation styled *City of Sunrise, et al. v. Broward County*, 17th Judicial Circuit Court Case No. CACE-013-015660.

B. The Settlement Agreement provides for the County and the Settling Municipalities to use their best efforts (and to take all reasonable steps) to sell the parcel of land known as Alpha 250, as further described in the Settlement Agreement ("Alpha 250").

C. The Consenting Municipalities did not join the above-referenced litigation or the Settlement Agreement but instead entered into Interlocal Agreements Regarding Distribution of Solid Waste Disposal District Assets with the County pursuant to which they have received and will receive their respective *pro rata* shares of proceeds distributed under the terms of the Settlement Agreement, including their respective shares from any sale of Alpha 250.

D. In an amendment to the Settlement Agreement, dated June 9, 2016 (the "First Amendment"), the County and the Settling Municipalities agreed to delay the sale of Alpha 250 for one year from the effective date of the First Amendment (the "Sale Delay Period"), to permit performance of a study of certain critical solid waste disposal issues including issues relating to potential future uses of Alpha 250. Each of the Consenting Municipalities consented to the First Amendment and the terms thereof.

E. Thereafter, consistent with the First Amendment, the County Administrator and the Mayors of Coconut Creek, Fort Lauderdale, Hollywood, Miramar, Sunrise, and Weston provided Written Approval of Extension of Sale Delay Period Under First Amendment to Settlement Agreement Until October 11, 2018, which further extended the Sale Delay Period until October 11, 2018. The purpose of this further delay was to allow additional time for completion of the above-referenced study.