

FIRST AMENDMENT TO SETTLEMENT AGREEMENT

THIS FIRST AMENDMENT (the "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 Lauderdale, 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 Amendment Effective Date (as defined below).

RECITALS

A. 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 agree 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 County and the Settling Municipalities desire to amend the Settlement Agreement to delay the sale of Alpha 250 under the terms and conditions stated herein.

D. 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 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.

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

1. The above-stated recitals are true and correct and are incorporated into this Amendment by this reference.
2. Notwithstanding any provision to the contrary in the Settlement Agreement, the County and the Settling Municipalities agree that the sale of Alpha 250 shall be delayed for a period of one year from the Amendment Effective Date (the "Sale Delay Period"). The Sale Delay Period may be further extended 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").

3. During the Sale Delay Period, the County shall procure a study (the "Study") in an amount not to exceed two hundred thousand dollars (\$200,000), which shall be paid for as described in paragraph 7 below. The Study shall evaluate and provide recommendations regarding the following general areas:

- a. How a 75% County-wide recycling goal may be reached;
- b. Whether retaining public ownership of Alpha 250 would facilitate the meeting of that recycling goal or would provide other benefits in connection with solid waste disposal within Broward County; and
- c. General solid waste disposal issues as determined by the Working Group (as defined below), which may include options regarding flow control and potential governance or contractual structures for collaborative management of solid waste disposal.

4. A more detailed scope of the Study will be developed within the above-referenced budgeted amount by a working group (the "Working Group") consisting of:

- a. Three (3) municipal staff members selected by the Mayors; and
- b. Three (3) County staff members selected by the County Administrator.

5. The Working Group and its individual members shall also interact with the consultant during the course of the Study to ensure a balanced and independent study of the stated issues.

6. The Study consultant shall be selected in a manner consistent with the County's Procurement Code. The Mayors, directly and through their Working Group members, shall have input into this procurement process, and shall appoint one person to serve on the County's committee that will evaluate the responses submitted by interested consultants.

7. The County shall pay the up-front cost of the Study, and shall recover fifty percent (50%) of the cost of the Study (the "Municipal Share") as follows if either of the following circumstances occur: (a) if Alpha 250 is sold to a third party with the closing of the sale occurring within five (5) years after the Study completion date, the County shall deduct the Municipal Share from the Alpha 250 sales proceeds before the County deposits the net proceeds of the sale into the trust account described in Section 4D of the Settlement Agreement; or (b) if the County, within five (5) years after the Study completion date, exercises its right under the Settlement Agreement to pay the net sales amount and retain Alpha 250, the County shall deduct the Municipal Share from the net sales amount the County deposits into the trust account described in Section 4D of the Settlement Agreement.

8. Based upon the results of the Study, the parties may agree to further amend the Settlement Agreement.

9. Amendment Approval Process.

- a. Once approved by the County Commission, this Amendment shall be presented for approval at public Commission/Council meetings at each of the Settling Municipalities and the Consenting Municipalities (the County shall communicate this requirement to the Consenting Municipalities).
- b. To be effective, this Amendment must, within one hundred twenty (120) days after approval by the County Commission: (1) be approved and executed by all Settling Municipalities, with 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 Amendment generally, and specifically to the payment for the Municipal Share of the Study as described above in paragraph 7.

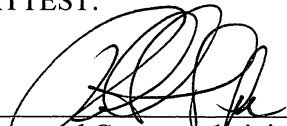
10. *Effective Date.* The date of the last approval and execution of this Amendment by a Settling Municipality, or the date of the last execution of a written instrument reflecting the consent of a Consenting Municipality, whichever is last, is the "Amendment Effective Date."

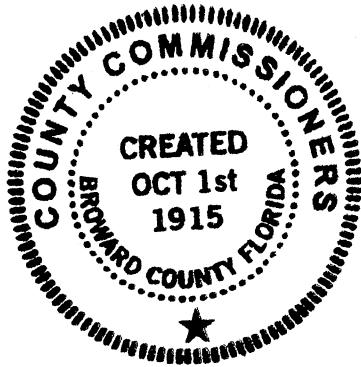
11. Except as otherwise revised in this Amendment, the terms and conditions of the original Settlement Agreement shall remain in full force and effect. The preparation of this Amendment has been a joint effort of the parties hereto and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against any party hereto. In the event a portion of this 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 Amendment in a manner designed to effectuate the original intent of the parties. This Amendment may be executed in counterparts.

IN WITNESS WHEREOF, the parties have made and executed this 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 14th day of June, 2016, and the SETTLING MUNICIPALITIES, signing by and through their respective Mayors, duly authorized to execute same.

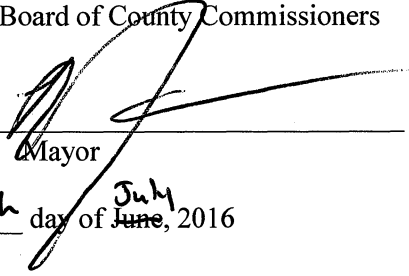
BROWARD COUNTY

ATTEST:


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

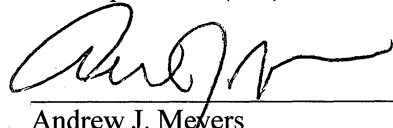


BROWARD COUNTY, by and through
its Board of County Commissioners

By 
Mayor

5th day of ~~June~~ ^{July}, 2016

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) 357-7641

By: 

Andrew J. Meyers
Chief Deputy County Attorney

9th day of June, 2016

COCONUT CREEK

Attest:

CITY OF COCONUT CREEK

Leslie Wallace May
Leslie Wallace May, MMC
City Clerk

By: Mikkie Belvedere
Mikkie Belvedere
Mayor

APPROVED AS TO LEGAL FORM
AND SUFFICIENCY:

Terrill C. Pyburn
Terrill C. Pyburn, City Attorney

7/19/2010
Date

Mary C. Blasi
Mary C. Blasi, City Manager

7/19/2010
Date

ATTEST:

Susan Poling
Susan Poling, City Clerk

Approved as to form and legality:

By: David M. Wolpin
David M. Wolpin, City Attorney

16th day of August, 2016

CITY OF COOPER CITY

By: Greg Ross
Greg Ross, Mayor

16th day of August, 2016

By: Bruce D. Loucks
Bruce D. Loucks, City Manager

16th day of August, 2016

CITY OF CORAL SPRINGS

ATTEST:

Debra Thomas
Debra Thomas, CMC, City Clerk
23rd day of June, 2016

By: Walter G. Campbell, Jr.
Walter G. Campbell, Jr., Mayor
23rd day of June, 2016

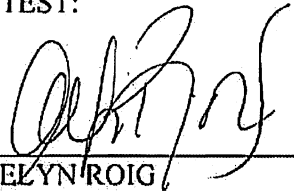
APPROVED AS TO FORM:

By: John J. Hearn
John J. Hearn, City Attorney

23 day of June, 2016

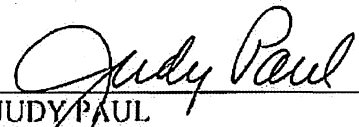
Town of Davie

ATTEST:



EVELYN ROIG
Town Clerk

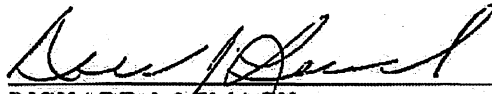
20th DAY OF Sept., 2016.
Nunc Pro Tunc for July 27, 2016



JUDY PAUL
Mayor

20 DAY OF Sept, 2016.
Nunc Pro Tunc for July 27, 2016

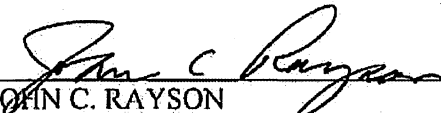
By:



RICHARD J. LEMACK
Town Administrator

20th DAY OF Sept., 2016.
Nunc Pro Tunc for July 27, 2016

Approved as to form and legality:



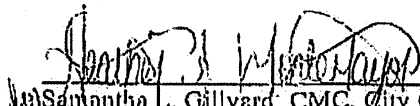
JOHN C. RAYSON
Town Attorney

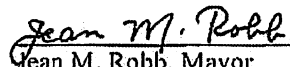
20 DAY OF Sept, 2016.
Nunc Pro Tunc for July 27, 2016

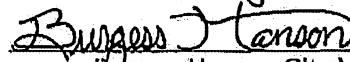
CITY OF DEERFIELD BEACH

County of Broward

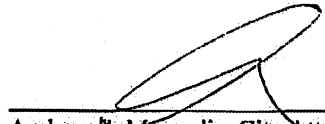
ATTEST:


Samantha L. Gillyard, CMC, City Clerk


Jean M. Robb, Mayor
1st day of July, 2016


Burgess J. Hanson, City Manager
5th day of July, 2016

Approved as to form and legality:

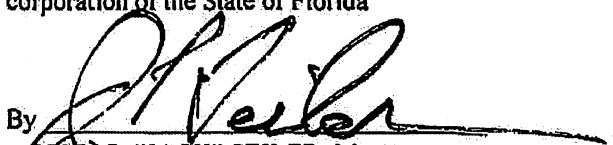

Andrew S. Maurodis, City Attorney
8th day of July, 2016

MUNICIPALITY

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

CITY OF FORT LAUDERDALE, a municipal
corporation of the State of Florida

By


JOHN P. "JACK" SEILER, Mayor

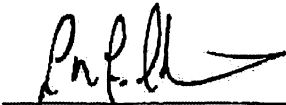
(CORPORATE SEAL)

ATTEST:



JEFFREY A. MODARELLI, City Clerk

By



LEE R. FELDMAN, City Manager

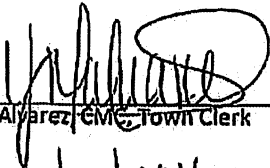
Approved as to form:

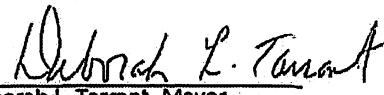


COLE J. COPERTINO
Assistant City Attorney

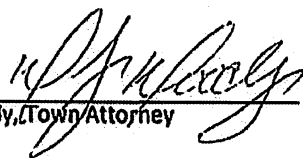
TOWN OF HILLSBORO BEACH

ATTEST:

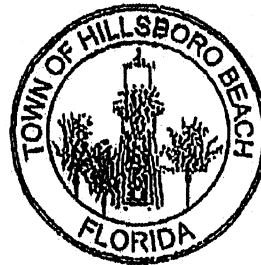
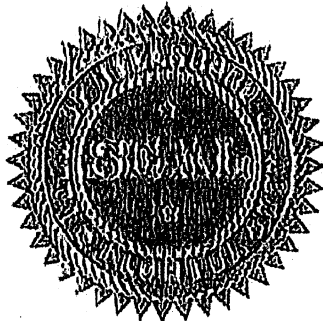

Yude Alvarez, CMC, Town Clerk
Date: 7/12/2016


Deborah L. Tarrant, Mayor
Date: 7/12/2016

APPROVED AS TO FORM AND LEGALITY:


DJ Doody, Town Attorney

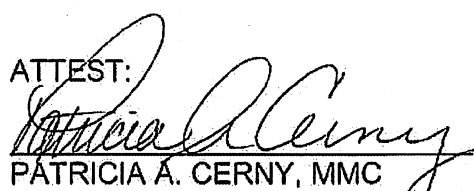

Robert Kellogg, Town Manager



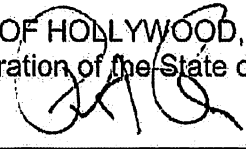
CITY OF HOLLYWOOD

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

ATTEST:

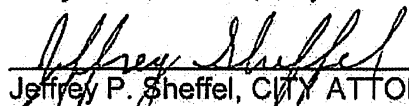

PATRICIA A. CERNY, MMC
CITY CLERK

By:


Peter Bober, Mayor



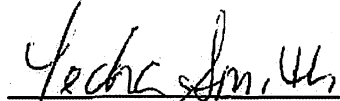
APPROVED AS TO FORM & LEGALITY
for the use and reliance of the City of
Hollywood, Florida, only.


Jeffrey P. Sheffel, CITY ATTORNEY

THE TOWN OF LAUDERDALE-BY-THE-SEA

Ralph "Bud" Bentley
4501 Ocean Drive, Lauderdale-By-The-Sea, FL 33308
BudB@lbts-fl.gov

ATTEST:



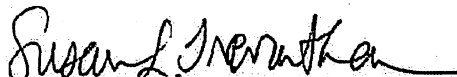
Town Clerk

By: 

Scot Sasser, Mayor

Approved as to form:

28 day of June, 2016

By: 

Susan Trevarthen, Town Attorney
Weiss Serota Helfman Cole &
Bierman, P.L.
200 E. Broward Blvd., Suite 1900
Fort Lauderdale, FL 33301
STrevarthen@wsh-law.com

By: 

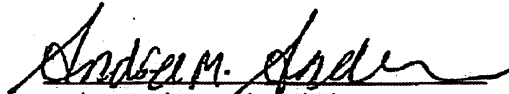
Ralph "Bud" Bentley, Town Manager

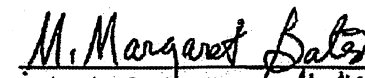
28th day of JUNE, 2016

CITY OF LAUDERHILL

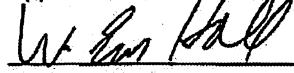
ATTEST:

BY:

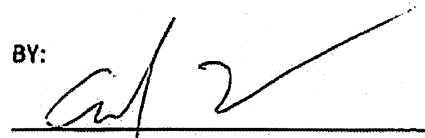

Andrea Anderson, City Clerk


~~Richard J. Kaplan, Mayor~~ M. Margaret Bate
7 day of July, 2016 Vice Mayor

Approved as to form and legality:


W. Earl Hall, City Attorney
5 day of July, 2016

BY:


Charles Faranda, City Manager
5 day of July, 2016

CITY OF LIGHTHOUSE POINT

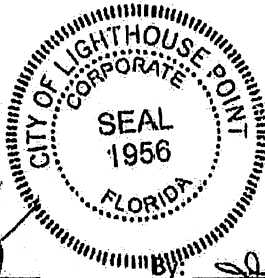
ATTEST:

Jennifer M. Oh
Jennifer M. Oh, City Clerk

By: Glenn E. Troast
Glenn E. Troast, Mayor
23rd Day of August, 2016

Approved as to form and legality:

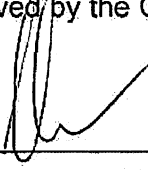
By: Michael D. Cirullo, Jr.
Michael D. Cirullo, Jr., City Attorney
23rd Day of August, 2016



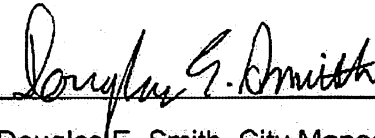
By: John P. Lavisky
John P. Lavisky, City Administrator
23rd Day of August, 2016

CITY OF MARGATE

Approved by the City Commission of the City of Margate the 24th day of August, 2016.



Tommy Ruzzano, Mayor
24th day of August, 2016



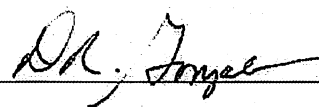
Douglas E. Smith, City Manager
24th day of August, 2016

ATTEST:



Joseph J. Kavanagh, City Clerk
24th day of August, 2016

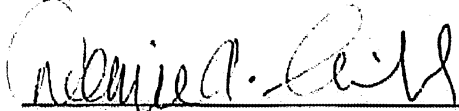
APPROVED AS TO FORM:



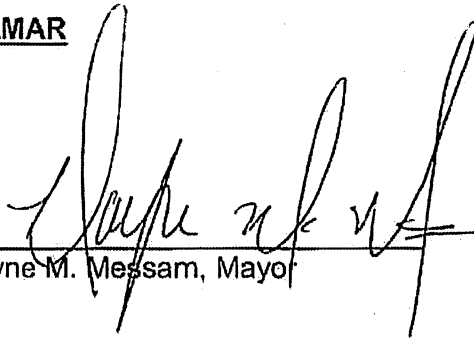
Douglas R. Gonzales, City Attorney
24th day of August, 2016

THE CITY OF MIRAMAR

ATTEST:



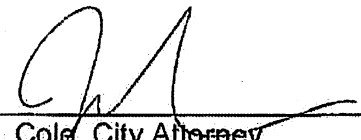
City Clerk

By: 

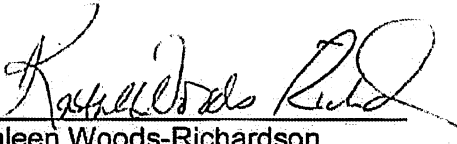
Wayne M. Messam, Mayor

Approved as to form and legal
sufficiency for the use of and reliance
by the City of Miramar only:

_____ day of _____, 2016

By: 

Jamie A. Cole, City Attorney
Weiss Serota Helfman Cole &
Bierman, P.C.

By: 

Kathleen Woods-Richardson
City Manager

_____ day of _____, 2016

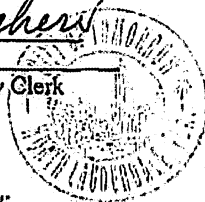
INAME OF MUNICIPALITY

City OF NORTH LAUDERDALE

ATTEST:

Patricia Vancher

PATRICIA VANCHER City Clerk



By: JACK BRADY

Jack Brady, Mayor

14 day of September, 2016

Approved as to form and legality:

By: Samuel S. Green

SAMUEL S. GREEN
City Attorney

14th day of Sept., 2016

By: AMBREEN BHATTY

Abreen
City Manager

14 day of September, 2016

IN WITNESS WHEREOF, the City of Oakland Park, Florida signing by and through its Mayor duly authorized to execute this Agreement by City Commission action taken on August 3, 2016.

WITNESSES:

S. LeBlanc
Print Name

Robin Grew
Print Name

CITY OF OAKLAND PARK, FLORIDA,
a Florida municipal association

BY: Tim Loneragan
Tim Loneragan, MAYOR

Date: 8/23/2016

Attest:

Renee ShROUT
RENEE SHROUT, CITY CLERK

Notices:

As to Municipality:

Attn: David Hebert, City Manager
City of Oakland Park
3650 NE 12th Avenue
Oakland Park, FL 33334

CERTIFICATION

NOTARY PUBLIC
STATE OF FLORIDA
COMMISSION # FF 127605
EXPIRES AUG 30, 2018

NOTARY PUBLIC
STATE OF FLORIDA
COMMISSION # FF 127605
EXPIRES AUG 30, 2018

First Amendment to the Settlement Agreement
Re: Resource Recovery Board Asset Litigation

CITY OF PLANTATION
MAYOR DIANE VELTRI BENDEKOVIC
400 NW 73 AVENUE
PLANTATION, FL 33317

CITY OF PLANTATION

ATTEST:

Susan K Slattery
Susan Slattery, City Clerk

By: Diane Veltri Bendekovic
Diane Veltri Bendekovic, Mayor

29 day of September, 2016

Approved as to form and legality:

By: _____
Donald Lunny, Jr., City Attorney

____ day of _____, 2016

WITNESSES

Christine Guifarro
SIGNATURE

Christine Guifarro
Print Name

Mary F. Leeds
SIGNATURE

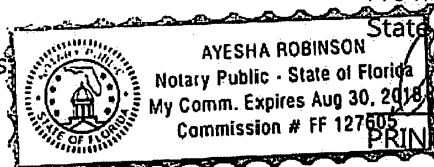
Mary F. Leeds
Print Name

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me on September 29, 2016, by Diane Veltri Bendekovic as Mayor of Plantation, Florida, a political subdivision of the state of Florida, who is personally known to me or who has produced _____ as identification and did (did not) take an oath.

Ayesha Robinson
NOTARY PUBLIC

My commission expires _____



State of Florida at Large
Ayesha Robinson
PRINTED Name of Notary

VILLAGE OF SEA RANCH LAKES

ATTEST:

Starr Paton
Starr Paton _____, City Clerk

Approved as to form and legality:

By: D. J. Doody
D. J. Doody, City Attorney
14 day of September, 2016

VILLAGE OF SEA RANCH LAKES

By: Alexander Soto
Alexander Soto _____, Mayor

14 day of September, 2016

By: E. J. A.
_____, City Manager

____ day of _____, 2016

CITY OF SUNRISE

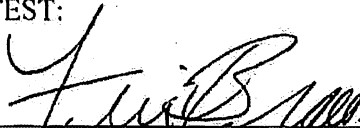
By:



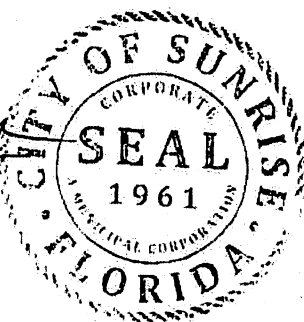
Michael J. Ryan Mayor

11th day of July, 2016

ATTEST:

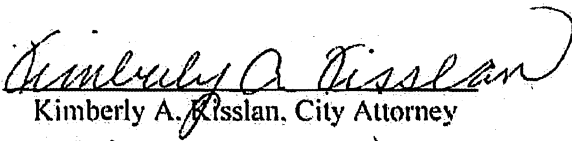


Felicia M. Bravo, City Clerk



Approved as to form and legality:

By:



Kimberly A. Kisslan, City Attorney

28th day of June, 2016

[NAME OF MUNICIPALITY]

City of Tamarac

ATTEST:

Patricia Trefel
_____, City Clerk

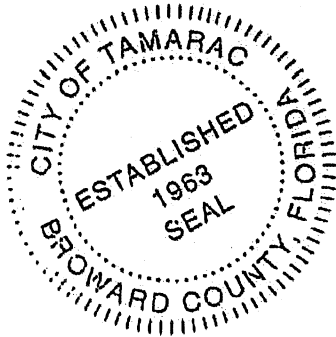
By: Diane Hames
_____, Mayor
13 day of July, 2016

Approved as to form and legality:

By: Paul D. Givens
_____, City Attorney

13th day of July, 2016

By: [Signature]
_____, City Manager
14th day of July, 2016



FIRST AMENDMENT TO SETTLEMENT AGREEMENT

IN WITNESS WHEREOF, the parties hereto have made and executed this First Amendment on the respective dates under each signature: City of Weston through its City Commission, signing by and through its Mayor and City Manager, authorized to execute same by Commission action on the 5th day of July, 2016.

ATTEST:

Patricia A. Bates
Patricia A. Bates, MMC, City Clerk

Approved as to form and legality for
use of and reliance by the City of
Weston only:

By: Jamie Alan Cole
Jamie Alan Cole, City Attorney
5th day of July, 2016

CITY OF WESTON, through its
City Commission

By: Daniel J. Stermer
Daniel J. Stermer, Mayor
5th day of July, 2016

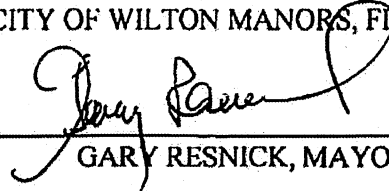
By: John R. Flint
John R. Flint, City Manager
6th day of July, 2016

(CITY SEAL)

CITY OF WILTON MANORS, FLORIDA

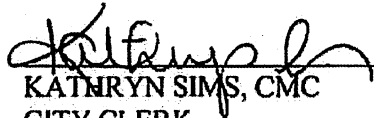
CITY OF WILTON MANORS, FLORIDA

By:


GARY RESNICK, MAYOR

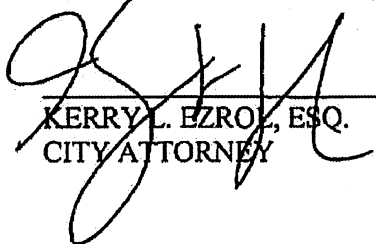
29 DAY OF August, 2016

ATTEST:


KATHRYN SIMS, CMC
CITY CLERK


LEIGH ANN HENDERSON
CITY MANAGER

I HEREBY CERTIFY that I have
Approved as to form and legality:


KERRY L. EZROZ, ESQ.
CITY ATTORNEY



AGENDA ITEM

69

Meeting Date

06/14/16

Page 1 of 2 ✓

Requested Action	(Identify appropriate Action or Motion, Authority or Requirement for Item and identify the outcome and/or purpose of item.)
MOTION TO APPROVE First Amendment to Settlement Agreement in <i>City of Sunrise, et al. v. Broward County</i> , 17 th Judicial Circuit Court Case No. 13-015660 (19) ("RRB Asset Distribution Litigation").	
Why Action is Necessary: Board approval is required for amendments to contracts.	
What Action Accomplishes: Would permit the Board to consider amendment to settlement agreement.	
Is this Action Commission Goal Related? ☐ Yes ☒ No	
Summary Explanation/Background	(The first sentence includes the Agency recommendation. Provide an executive summary of the action that gives an overview of the relevant details for the item. Identify how item meets Commission Challenge Goal.)
Description of Prior Related Item. A related item was considered by the Board on May 10, 2016. That proposed item required the County to pay in full for a recycling study at a cost of up to \$200,000. The motion approved by the Board on May 10 modified that item to require the applicable municipalities to pay half of the study cost (up to \$100,000) up front. Municipalities have indicated that due to logistical issues, they have not accepted the Board's action on May 10. Instead, municipalities have expressed that they are willing to pay their half of the study cost from proceeds received from any sale of Alpha 250. The current item has been drafted to address that position.	
Full Background. On April 7, 2015, the County approved a Settlement Agreement with RRB municipalities (the "Settlement Agreement"), which resolved litigation over the distribution of assets and liabilities resulting from the expiration of the 1986 Interlocal Agreement for Solid Waste Disposal Services ("ILA"). The Settlement Agreement included a process for the sale of "Alpha 250," a vacant parcel of land not being used for any current solid waste disposal purposes, with the net proceeds from that sale to be distributed, <i>pro rata</i> , to municipal ILA participants.	
This item's proposed First Amendment to the Settlement Agreement (the "First Amendment") would delay the sale of Alpha 250 for one year from the effective date of the First Amendment (with a potential additional one-year delay if approved by the County Administrator and the Mayors of Coconut Creek, Fort Lauderdale, Hollywood, Miramar, Sunrise, and Weston). During the delay	

Authorized Signature (Signature confirms that required approvals from other agencies have been received – e.g. Purchasing, Budget, Risk Mgmt, Attorney)			Scheduling County Admin Initials
Signature: 	Date: 6/9/16	Type: Name, Title, Agency, and Phone Beam Furr County Commissioner, District 6 954-357-7006	
Source of additional information: Type Name, Agency, and Phone Harrison Grandwilliams, Commission District 6, 954-357-7006			

period, the County would be required to pay for and conduct a study (designed and performed with municipal input) evaluating and considering (1) how a 75% recycling goal may be reached; (2) whether Alpha 250 should be retained and used to meet such goal or other solid waste disposal goals; and (3) whether there are meaningful options regarding flow control and potential governance or contractual structures relating to collaborative solid waste disposal efforts, including as required to meet the referenced recycling goal.

To be binding, the First Amendment must (1) be approved by the County and all municipal parties to the Settlement Agreement and (2) be consented to by the municipalities that did not join the litigation but rather entered into separate distribution agreements entitling them to a *pro rata* share of the distributed proceeds.

As a matter of administrative convenience, it has been requested that the County sign the First Amendment before the other parties. The effectiveness of the First Amendment, however, is contingent upon approval thereof within 120 days after the County's execution by each of the required municipalities.

Fiscal Impact/Cost Summary

(Include projected cost, approved budget amount and account number, source of funds, and any future funding requirements.)

There is a contractual cap of \$200,000 for the required study.

Exhibits Attached (copies of original agreements)

(Please number exhibits consecutively.)

Exhibit 1 - Copy of First Amendment to Settlement Agreement

Document Control		Commission Action	
1 (Number)	Executed original(s) for permanent record	☒ APPROVED	☐ DENIED
1 (Number)	Executed copies return to: Andrew J. Meyers, Chief Deputy County Attorney Office of the County Attorney 954-357-7600	☐ DEFERRED	
Other instructions (Include name, agency, and phone)		From: _____ To: _____	