

RESOLUTION NO. R 2023-035

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, APPROVING THE INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND THE TOWN OF DAVIE FOR REGIONAL BIOSOLIDS SOLUTIONS STUDY; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Florida Statutes Section 163.01, Florida Interlocal Cooperation Act of 1969, local governmental units are to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities; and

WHEREAS, Broward County Water and Wastewater Services assembled a group of utilities to explore regional biosolids solutions in an effort that a regional approach may achieve multi-jurisdictional public support, thus allowing participating utilities to diversify and decrease the risk associated with management strategies; and

WHEREAS, the Town of Davie was asked to collaborate with Broward County Water and Wastewater Services, Coral Springs Improvement District, and the cities of Cooper City, Fort Lauderdale, Hollywood, Margate, Miramar, Pembroke Pines, Plantation and Sunrise (collectively, the “Biosolids Solutions Working Group”) to explore solutions to dispose of biosolids; and

WHEREAS, the purpose of the Study is to provide the Biosolids Solutions Working Group with information concerning the feasibility of constructing a regional biosolids management facility, biosolids processing and disposal, biosolids technologies, process improvements, and holistic alternatives that incorporate sludge treatment, co-treatment of organics, and energy generation and reuse; and

WHEREAS, the Parties are desirous to enter into this Interlocal Agreement to further the

Biosolids Solutions Working Group's goals by contributing funds to procure the Study, which will provide information critical to the process of constructing a regional biosolids management facility.

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

Section 1. Legislative Findings/Recitals. The above recitals are hereby adopted by the Town Council of the Town of Davie as its legislative findings relative to the subjects and matters set forth in this Resolution.

Section 2. The Town Council of the Town of Davie hereby approves the Interlocal Agreement with Broward County as set forth in Exhibit "A" and authorizes the Mayor to execute the Interlocal Agreement. The Town Council authorizes the Town Administrator, or designee, to execute any ancillary documents in relation to the Interlocal Agreement. The Town Council authorizes expenditures not to exceed \$10,000.00.

Section 3. Conflict. All resolutions or parts of resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

Section 4. Severability. If any provision of this Resolution or the application thereof to any person or circumstance is held invalid, it is the intent of the Town Council that such invalidity shall not affect other provisions or applications of the Resolution which can be given effect without the invalid provision or application and, to this end, the provisions of this Resolution are declared severable.

Section 5. Effective Date. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS 15<sup>th</sup> DAY OF FEBRUARY, 2023.

  
MAYOR/COUNCILMEMBER

ATTEST:

  
TOWN CLERK

APPROVED THIS 15<sup>th</sup> DAY OF FEBRUARY, 2023.

Approved as to Form and Legality:

  
TOWN ATTORNEY



**INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY  
AND Town of Davie FOR REGIONAL BIOSOLIDS SOLUTIONS STUDY**

This Agreement (“Agreement”) is made and entered by and between Broward County, a political subdivision of the State of Florida (“County”), and the Town of Davie, a MUNICIPALITY of the State of Florida (“Study Participant”) (each a “Party” and collectively referred to as the “Parties”) for the purpose of jointly funding a regional biosolids solutions study to inform the feasibility of constructing a biosolids management facility.

**RECITALS**

A. The processing and disposal of domestic wastewater Class B biosolids has long been a challenge for utilities in South Florida. Currently, the only solution available to dispose of biosolids is a mixture of land application and landfills.

B. Recognizing this uncertainty, Broward County Water and Wastewater Services assembled a group of utilities to explore regional solutions. A regional approach may offer economies of scale and resources and may achieve multi-jurisdictional public support, thereby allowing participating utilities to diversify and decrease the risk associated with management strategies.

C. With this regional approach in mind, the following utilities have been collaborating to explore solutions: Broward County Water and Wastewater Services, Coral Springs Improvement District, Town of Davie, and the cities of Cooper City, Fort Lauderdale, Hollywood, Margate, Miramar, Pembroke Pines, Plantation, and Sunrise (collectively, the “Biosolids Solutions Working Group”).

D. The Study (defined below) is intended to provide the Biosolids Solutions Working Group with information concerning the feasibility of constructing a regional biosolids management facility, biosolids processing and disposal more generally, biosolids technologies, process improvements, and holistic alternatives that incorporate both sludge treatment, co-treatment of organics, and energy generation and reuse.

E. The Parties acknowledge that future studies may be necessary to analyze environmental impacts or to develop plans for new facilities or capital improvements.

F. The Parties further acknowledge that, following the Study’s completion, an additional interlocal agreement may be necessary to share the costs of constructing a regional biosolids management facility.

G. Accordingly, the Parties desire to enter into this Agreement to further the Biosolids Solutions Working Group’s goals by contributing funds to procure the Study, which will provide information critical to the process of constructing a regional biosolids management facility.

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

#### ARTICLE 1. DEFINITIONS

- 1.1. **Applicable Law** means all applicable laws, codes, advisory circulars, rules, regulations, or ordinances of any federal, state, county, municipal, or other governmental entity, as may be amended.
- 1.2. **Board** means the Board of County Commissioners of Broward County, Florida.
- 1.3. **Biosolids** means the solid, semisolid, or liquid residue generated during the treatment of domestic wastewater in a domestic wastewater treatment facility, formerly known as “domestic wastewater residuals” or “residuals.” The following are not included in term “biosolids:” treated effluent or reclaimed water from a domestic wastewater treatment plant; solids removed from pump stations or lift stations; screenings or grit removed from the preliminary treatment components of domestic wastewater treatment facilities; other solids as defined in Chapter 62-640.200(30), Florida Administrative Code; and ash generated during the incineration of biosolids. The term “biosolids” includes products and treated material from biosolids treatment facilities and septage management facilities regulated by the Florida Department of Environmental Protection.
- 1.4. **Code** means the Broward County Code of Ordinances.
- 1.5. **Contract Administrator** means the County Administrator or such other person designated by the County Administrator in writing.
- 1.6. **Facility** means the proposed regional facility or facilities intended to manage biosolids.
- 1.7. **Final Study Report** means the document produced by the Study Consultant that describes the Study’s findings.
- 1.8. **Study** means the Study to gauge the feasibility of building the Facility.
- 1.9. **Study Consultant** means the qualified vendor conducting the Study pursuant to a binding agreement with County.
- 1.10. **Study Contract** means the agreement between the Study Consultant and County.

#### ARTICLE 2. EXHIBITS

The following exhibits are attached hereto and fully incorporated herein:

<b>Exhibit A</b>	<b>Proposed Study Scope of Services</b>
<b>Exhibit B</b>	<b>Estimated Study Budget and Study Participant Contributions</b>

### ARTICLE 3. TERM

3.1. Term. The term of this Agreement shall begin on the date it is fully executed by the Parties (“Effective Date”) and shall continue in perpetuity, unless earlier terminated pursuant to the terms of this Agreement.

3.2. Automatic Termination. If, by April 24, 2023 (“Automatic Termination Date”), members of the Biosolids Solutions Working Group meeting or exceeding sixty percent (60%) of the total Biosolids produced by the entire Biosolids Solutions Working Group during fiscal year 2021, as shown in Exhibit B, have not executed agreement(s) to fund the Study, then this Agreement shall be void and of no effect on the Parties.

### ARTICLE 4. FINANCIAL OBLIGATIONS OF THE PARTIES; TIME OF PERFORMANCE

4.1. Study Cost. The total final cost of the Study invoiced by Study Consultant to County is hereinafter referred to as the “Study Cost.” The Study Cost shall not exceed Two Hundred Fifty-Eight Thousand Nine Hundred Thirty-Nine and 20/100 Dollars (\$258,939.20).

4.2. Payment. County shall pay the Study Consultant and Study Participant shall reimburse County for Study Participant’s portion of the Study Cost pursuant to Section 4.4 of this Agreement.

4.3. Time of Performance. Study Participant shall issue payment in full to reimburse County for its portion of the Study Cost within ninety (90) days of Study Consultant’s delivery of the Final Study Report.

4.4. Division of Study Cost. Exhibit B contains estimates of the contributions owed by County and Study Participant to the Study Cost. As shown in Exhibit B, the division of the Study Cost among County, Study Participant, other members of Biosolids Solutions Working Group, or other local governments is based on the percentage of the total Biosolids produced in Broward County, Florida by each participant during fiscal year 2021. If the estimated Study Cost shown on Exhibit B is different than the actual Study Cost, or the number of participants is different from what is shown on Exhibit B, the County’s share and Study Participant’s share of the Study Cost will be adjusted to reflect each Party’s percentage of the total Biosolids produced by the participants during fiscal year 2021.

### ARTICLE 5. OTHER OBLIGATIONS OF THE PARTIES

5.1. Study Consultant Selection Process. County has retained a qualified Study Consultant to perform the Study. County shall act as the contract administrator in connection with the Study Contract.

5.2. Cooperation with Study Consultant, County, and Biosolids Solutions Working Group. Study Participant shall provide Study Consultant, the Biosolids Solutions Working Group, and County with information reasonably requested to further the objectives of the Study.

## **ARTICLE 6. SCOPE OF THE STUDY**

6.1. The Study shall conform to industry best practices. The most-current scope of the Study ("Study Scope") proposed as of the Effective Date is attached as Exhibit A to this Agreement.

6.2. Study Participant acknowledges and understands that the final scope of the Study as contained in the Study Contract may be modified based on County's negotiations with Study Consultant.

## **ARTICLE 7. NON-INDEMNIFICATION**

The Parties are entities subject to Section 768.28, Florida Statutes, as may be amended from time to time, and agree to be fully responsible for the negligent or wrongful acts and omissions of their respective agents or employees to the extent and limits provided under applicable law, and for all claims and damages, to the extent and limits provided in Section 768.28, Florida Statutes, arising from the actions of their respective agents or employees.

Nothing herein is intended to serve as a waiver of sovereign immunity by either Party. The Parties acknowledge that the foregoing shall not constitute an agreement by either Party to indemnify the other and that nothing herein shall be construed as consent by either Party to be sued by third parties in any matter arising out of this Agreement or any other contract.

The provisions of this Article 7 shall survive the expiration or earlier termination of this Agreement.

## **ARTICLE 8. TERMINATION**

8.1. County's obligations under this Agreement are subject to both the appropriation and the availability of funds pursuant to Chapter 129 and, if applicable, Chapter 212, Florida Statutes.

8.2. Termination for Cause. This Agreement may be terminated for cause by the aggrieved Party if the Party in breach has not corrected the breach within ten (10) days after receipt of written notice from the aggrieved Party identifying the breach. This Agreement may be terminated for cause by either Party due to Study Consultant's failure to initiate the Study. Notwithstanding the foregoing, this Agreement may not be terminated by Study Participant after County has entered into the Study Contract.

Unless otherwise stated in this Agreement, termination for cause by County must be by action of the Board or the County Administrator. If County erroneously, improperly, or unjustifiably terminates this Agreement for cause, such termination shall be deemed a termination for convenience effective thirty (30) days after such notice was provided.

8.3. Termination for Convenience; Other Termination. This Agreement may also be terminated for convenience by the Board with at least thirty (30) days advance written notice to Study Participant. This Agreement may also be terminated by the County Administrator upon such notice as the County Administrator deems appropriate under the circumstances if the

County Administrator determines that termination is necessary to protect the public health, safety, or welfare.

8.4. Notice of termination shall be provided in accordance with the "Notices" section of this Agreement except that notice of termination by the County Administrator to protect the public health, safety, or welfare may be oral notice that shall be promptly confirmed in writing.

8.5. In addition to any termination rights stated in this Agreement, County shall be entitled to seek any and all available contractual or other remedies available at law or in equity.

#### ARTICLE 9. MISCELLANEOUS

9.1. Nondiscrimination. No Party may discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement. Study Participant shall include the foregoing or similar language in its contracts with subcontractors for goods or services that constitute Eligible Expenditures.

9.2. Contract Administrator Authority. The Contract Administrator is authorized to coordinate and communicate with Study Participant to manage and supervise the performance of this Agreement. Any determination by the Contract Administrator that this Agreement authorizes the Contract Administrator to make shall be binding on the Parties. Unless expressly stated otherwise in this Agreement or otherwise set forth in the Code or the Broward County Administrative Code, the Contract Administrator may exercise ministerial authority in connection with the day-to-day management of this Agreement.

9.3. Public Records. The Parties agree and stipulate that both Parties are subject to Florida public records laws and shall fully comply with same. At the request of County, Study Participant shall, in accordance with applicable law, respond to any request for public records received by County relating to the Project. Any other public records request shall be responded to by the receiving party. Each Party shall cooperate upon request by the other Party and provide any requested records to enable the Party to respond to a public records request.

Study Participant must separately submit and conspicuously label as "RESTRICTED MATERIAL – DO NOT PRODUCE" any material (a) that Study Participant contends constitutes or contains its trade secrets under Chapter 688, Florida Statutes, or (b) for which Study Participant asserts a right to withhold from public disclosure as confidential or otherwise exempt from production under Florida public records laws (including Chapter 119, Florida Statutes) (collectively, "Restricted Material"). In addition, Study Participant must, simultaneous with the submission of any Restricted Material, provide a sworn affidavit from a person with personal knowledge attesting that the Restricted Material constitutes trade secrets or is otherwise exempt or confidential under Florida public records laws, including citing the applicable Florida statute and specifying the factual basis for each such claim. Upon request by County, Study Participant must promptly identify the specific applicable statutory section that protects any particular document. If a third party submits a request to County for records designated by Study Participant as

Restricted Material, County shall refrain from disclosing such material unless otherwise ordered by a court of competent jurisdiction, authorized in writing by Study Participant, or the claimed exemption is waived. Any failure by Study Participant to strictly comply with the requirements of this section shall constitute Study Participant's waiver of County's obligation to treat the records as Restricted Material. Study Participant must indemnify and defend County and its employees and agents from any and all claims, causes of action, losses, fines, penalties, damages, judgments, and liabilities of any kind, including attorneys' fees, litigation expenses, and court costs, relating to nondisclosure of Restricted Material in response to a third-party request.

9.4. Independent Contractor. Nothing in this Agreement constitutes or creates a partnership, joint venture, or any other relationship between the Parties or between County and any Subcontractor. Neither Party nor its agents shall act as officers, employees, or agents of the other Party. Neither Party shall have the right to bind the other Party to any obligation not expressly undertaken by that Party under this Agreement.

9.5. Sovereign Immunity. Nothing herein is intended to serve as a waiver of sovereign immunity by the Parties nor shall anything included herein be construed as consent by the Parties to be sued by third parties in any matter arising out of this Agreement.

9.6. Third-Party Beneficiaries. Neither Study Participant nor County intends to directly or substantially benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

9.7. Notices. Unless otherwise stated herein, for notice to a Party to be effective under this Agreement, notice must be sent via U.S. first-class mail, hand delivery, or commercial overnight delivery, each with a contemporaneous copy via email, to the addresses listed below and shall be effective upon mailing or hand delivery (provided the contemporaneous email is also sent). Payments shall be made to the noticed address for Study Participant. Addresses may be changed by the applicable Party giving notice of such change in accordance with this section.

FOR COUNTY:

Broward County  
Attn: County Administrator  
115 South Andrews Avenue  
Fort Lauderdale, Florida 33301  
Email address: mcepero@broward.org

With a copy to:

Broward County  
Attn: County Attorney  
115 South Andrews Avenue, Room 423  
Fort Lauderdale, Florida 33301  
Email address: ameyers@broward.org and mhaber@broward.org

FOR STUDY PARTICIPANT:

Renuka Mohammed

7351 SW 30th Street Davie, FL 33314

954-327-3741

Email address: rmohammed@davie-fl.gov

9.8. Assignment. Neither this Agreement nor any right or interest in it may be assigned, transferred, subcontracted, or encumbered by either Party without the prior written consent of the other Party. Any assignment, transfer, encumbrance, or subcontract in violation of this section (unless subsequently consented thereto in writing) shall be void and ineffective, constitute a breach of this Agreement, and permit a Party to immediately terminate this Agreement, in addition to any other remedies available to either Party at law or in equity, all such remedies being cumulative.

9.9. Materiality and Waiver of Breach. Each requirement, duty, and obligation set forth in this Agreement was bargained for at arm's-length and is agreed to by the Parties. Each requirement, duty, and obligation set forth in this Agreement is substantial and important to the formation of this Agreement, and each is, therefore, a material term of this Agreement. County's or Study Participant's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement. To be effective, any waiver must be in writing signed by an authorized signatory of the Party granting the waiver.

9.10. Compliance with Laws. Study Participant must comply with all Applicable Law, including, without limitation, without limitation, the American with Disabilities Act, 42 U.S.C. § 12101, Section 504 of the Rehabilitation Act of 1973, and any related federal, state, or local laws, rules, and regulations, and the requirements of any applicable grant agreements.

9.11. Representation of Authority. The Parties represent and warrant that this Agreement constitutes the legal, valid, binding, and enforceable obligation of each Party, that execution of this Agreement is within each Party's legal powers, and that each individual executing this Agreement is duly authorized by all necessary and appropriate action to do so on behalf of that Party and does so with full legal authority.

9.12. Severability. If any part of this Agreement is found to be unenforceable by any court of competent jurisdiction, that part shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect.

9.13. Joint Preparation. This Agreement has been jointly prepared by the Parties, and shall not be construed more strictly against either Party.

9.14. Interpretation. The titles and headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include any other gender, and the singular

shall include the plural, and vice versa, unless the context otherwise requires. Terms such as “herein” refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a section or article of this Agreement, such reference is to the section or article as a whole, including all subsections thereof, unless the reference is made to a particular subsection or subparagraph of such section or article. Any reference to “days” means calendar days, unless otherwise expressly stated. Any reference to approval by County shall require approval in writing, unless otherwise expressly stated.

9.15. Priority of Provisions. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached to, referenced by, or incorporated in this Agreement and any provision within an article or section of this Agreement, the article or section shall prevail and be given effect.

9.16. Law, 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. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **BY ENTERING INTO THIS AGREEMENT, EACH OF STUDY PARTICIPANT AND COUNTY HEREBY EXPRESSLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**

9.17. Amendments. Except as expressly authorized herein, no modification, amendment, or alteration in the terms or conditions contained in this Agreement shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by duly authorized representatives of County and Study Participant.

9.18. Prior Agreements. This Agreement represents the final and complete understanding of the Parties regarding the subject matter and supersedes all prior and contemporaneous negotiations and discussions regarding that subject matter. There is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document.

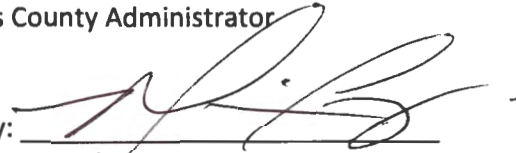
9.19. Incorporation by Reference. Any and all Recital clauses stated above are true and correct and are incorporated in this Agreement by reference. The attached Exhibits are incorporated into and made a part of this Agreement.

9.20. Counterparts and Multiple Originals. This Agreement may be executed in multiple originals, and may be executed in counterparts, whether signed physically or electronically, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: BROWARD COUNTY, through its BOARD OF COUNTY COMMISSIONERS, signing by and through its County Administrator, authorized to execute same by Board action on the 24th day of January, 2023, and Study Participant, signing by and through its \_\_\_\_\_ Mayor \_\_\_\_\_ duly authorized to execute same.

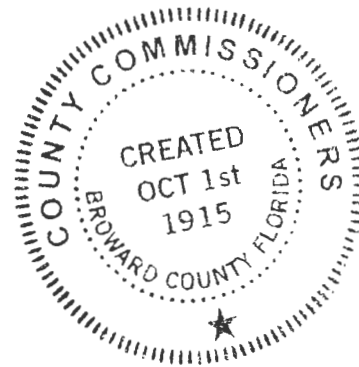
COUNTY

BROWARD COUNTY, by and through  
its County Administrator

By:   
County Administrator

3rd day of March, 2023

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



By Matthew Haber Digitally signed by Matthew Haber  
Date: 2023.03.02 12:24:39 -05'00'  
Matthew Haber (Date)  
Assistant County Attorney

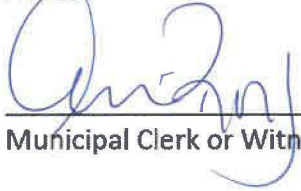
By MICHAEL KERR Digitally signed by MICHAEL KERR  
Date: 2023.03.02 13:28:02 -05'00'  
Michael J. Kerr (Date)  
Deputy County Attorney


INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY  
AND Town of Davie FOR REGIONAL BIOSOLIDS SOLUTIONS

STUDY PARTICIPANT

Name: Town of Davie

ATTEST:

  
\_\_\_\_\_  
Municipal Clerk or Witness

By:   
\_\_\_\_\_  
Authorized Signer  
Judy Paul  
\_\_\_\_\_  
Print Name

15 day of February, 2023

I HEREBY CERTIFY that I have approved this Agreement as to form and legal sufficiency subject to execution by the parties:

  
\_\_\_\_\_  
Study Participant Attorney

**EXHIBIT A**  
**Proposed Study Scope of Services**

**BACKGROUND**

Processing and disposal of domestic wastewater biosolids (“Biosolids”) has long been a challenging activity for South Florida utilities. South Florida utilities currently use a mix of land application and landfills to dispose of Biosolids.

The future of Biosolids handling and disposal is uncertain in view of:

1. Decreasing landfill space for Biosolids;
2. A decreasing number of potential land application sites for Biosolids;
3. Community opposition to utilizing land application of Biosolids;
4. Increased costs of utilizing land application of Biosolids as a disposal strategy; and,
5. Regulatory uncertainty concerning Biosolids disposal over the long term.

Recognizing this uncertainty, a group of utilities was assembled by Broward County Water and Wastewater Services (“WWS”) to explore potential regional solutions. A regional approach may offer economies of scale and resources and may achieve multi-jurisdictional public support, thereby allowing participating utilities to diversify and decrease the risk associated with management strategies. Utilities participating to explore this proposed regional approach include Broward County Water and Wastewater Services, the City of Cooper City, the Coral Springs Improvement District, the Town of Davie, the City of Fort Lauderdale, the City of Hollywood, the City of Margate, the City of Miramar, the City of Pembroke Pines, the City of Plantation, and the City of Sunrise

WWS has issued this Work Authorization for Brown and Caldwell (“CONSULTANT”) to perform services, pursuant to its agreement with Broward County, to address a regional approach to the processing and disposal of Biosolids. This Work Authorization authorizes the investigations needed to inform a Regional Biosolids Management Plan.

The information resulting from such investigations is intended to enable the participating utilities to determine the feasibility of a centralized, regional system to manage Biosolids. This scope was developed with participating utilities. Four (4) potential tracks for implementation of a regional Biosolids management system have been suggested by the participating utilities:

1. Track 1 — Utility Control: Direct ownership and control of facilities by WWS or by WWS and the participating utilities.
2. Track 2 — Participation in an Existing Regional System: Implementation of a regional Biosolids management alternative may consist, at least in part, of participation in an existing regional system.

3. **Track 3 — Public/Private Partnership:** The potential regional Biosolids management system participating utilities may elect to create a public/private partnership to share ownership, operations, maintenance, and management of the regional Biosolids management system.
4. **Track 4 — Privatization:** The participating utilities may elect private ownership, operation, and maintenance of the regional Biosolids management system.

This scope of services has been separated into two (2) phases as follows:

1. **Phase 1 – Data Development:** Compilation, analysis, and summary of key data by CONSULTANT.
2. **Phase 2 – Regional Planning Alternatives Analysis:** Evaluation of data and development of a plan that addresses Tracks 1,2, 3 and 4 by CONSULTANT.

Based on Phases 1 and 2, described above, WWS may decide to initiate an additional phase (“Optional Phase 3”) through the issuance of a separate work authorization. The purpose of Optional Phase 3 would be to provide WWS and participating utilities with information and analysis sufficient to determine whether a regional facility/facilities is warranted by the participating utilities, or any subset of the participating utilities, based on both financial and non-financial factors.

## **PHASE 1 - DATA DEVELOPMENT**

### **TASK 1.1 — Evaluation of Existing Conditions and Systems**

#### **1.1.1 Biosolids Quantities and Characteristics**

CONSULTANT will compile available existing data in a database relative to Biosolids quantities and characteristics from the participating utilities identified by WWS. A table will be prepared by CONSULTANT to present the quantity, basic characteristics, disposal practices and generation site for each participating utility. The data will be utilized as a baseline reference in subsequent planning tasks.

#### **1.1.2 Biosolids Management Studies/Practices by Neighboring Utilities**

Biosolids management plans have been recently implemented or are currently being prepared by the Miami-Dade Water and Sewer Department, the Palm Beach County Solid Waste Authority, St. Lucie County, the City of Hollywood, Broward County, and others. These plans will be reviewed by CONSULTANT to identify the most current Biosolids management plans and practices within the South Florida area. Also, methods for processing, disposal and/or beneficial reuse of Biosolids and actual or estimated costs will be identified by CONSULTANT, where available.

## CONSULTANT'S Deliverables and Task Assumptions

1. Deliverable - Maps (including, without limitation, of potential sites for regional Biosolids management facility/facilities) and tabulated data summary.
2. Participating utilities will cooperate in providing detailed information about historical Biosolids generation, characteristics, disposal, and management practices.
3. Where required, WWS will provide CONSULTANT with points of contact at neighboring utilities to facilitate information collection about existing practices and future plans.

### TASK 1.2 — Projection of Future Conditions

#### 1.2.1 Current Biosolids and Residuals Quantities and Characteristics

CONSULTANT will compile quantities and characteristics of Biosolids managed by WWS and participating utilities identified by WWS. This activity will rely on data available from periodic regulatory reporting (quantities and characteristics), available contract data (unit costs, renewal cycle, and pertinent obligations) and historical data compiled and furnished by each utility. Supporting background data on each existing Biosolids system (e.g. process configuration, chemical usage, storage/handling facilities, stabilization practices, biogas generation/utilization, capacity utilization, etc.) will be collected and compiled by CONSULTANT for each participating utility.

#### 1.2.2 Biosolids Forecast

A preliminary forecast of anticipated Biosolids production over a planning horizon will be prepared by CONSULTANT based on readily available information and simplifying assumptions. This will likely be based on population projections. CONSULTANT's forecast is not intended to be definitive, but rather provide an initial bases for conceptually framing future requirements.

### TASK 1.3 — Evaluation of Rules and Regulations

CONSULTANT will provide an assessment of the regulatory outlook for Biosolids management on both the federal and state level and examine current trends in Biosolids end management. Potential impacts of regulations on markets for Biosolids will be evaluated by CONSULTANT within this task. As part of CONSULTANT's evaluation(s), CONSULTANT will analyze how regulations, current or proposed, might impact: (i) the feasibility of different technologies and (ii) potential capital and operating costs of a regional Biosolids management facility/facilities. This will be discussed in the workshops prior to deciding which technologies to analyze further. CONSULTANT will:

1. Determine if regulatory agencies will encourage and support a regional approach;
2. Identify any potential legal and/or regulatory roadblocks to using technologies identified;

3. Consider the impact of new regulations on end-use Biosolids practices and associated risks; and
4. Provide updates on potential new restrictions regarding waste products, such as per-and polyfluoroalkyl substances (PFAS) and/or other emerging pollutants of concern.

#### TASK 1.4 — Preliminary Market and Value Chain Review

CONSULTANT will perform a preliminary end-use Biosolids market study to determine the economics associated with reuse of Class A and Class B Biosolids products, or other products such as biogas, biochar, and struvite fertilizer. CONSULTANT will determine the best value such potential products with the goal of preliminarily characterizing end user market potential, preferred product characteristics by end user type, unmet needs within the existing markets, competing Biosolids products in the Florida marketplace, trends in various end user preferences, and product value. The following sources of information will be reviewed by CONSULTANT:

1. FDEP Database on Biosolids Use Practices. FDEP maintains and regularly updates data on the source, end use, quantities of Class AA Biosolids utilized within the state of Florida.
2. Existing Distributors of Biosolids Products. A survey will be conducted of up to three distributors of Class AA Biosolids products in Florida to receive input regarding trends in product preferences, unsatisfied market needs, and other considerations to weigh in development of a market oriented Biosolids program.
3. High-Level Assessment of Potential Value-Added Revenue Generating Options – opportunities to reduce carbon footprint by optimizing and beneficially utilizing biogas could potentially lower cost and produce revenue generating opportunities. These options will be conceptually explored.
4. Data compiled from Tasks 1.1, 1.2, and 1.3. as well as under this Task, 1.4, will be compared and used for a preliminary review of the marketability of the product from the alternative Biosolids technologies and alternative configurations analyzed in Phase 2. Results of the preliminary market review will be summarized in a memorandum. Based on the preliminary market and value chain review, technologies discussed here to capture that value will be analyzed under Phase 2 with the CONSULTANT's Solids Water Energy Evaluation Tool (SWEET) Model.

### PHASE 2 - REGIONAL PLANNING ALTERNATIVES ANALYSIS

#### TASK 2.1— Technology Alternatives Analysis

A broad range of technologies must be considered by CONSULTANT for the facilities and co-treatment of wastewater solids and available organics, each generating different end products, odors, and emissions. CONSULTANT will present available technologies to support solids handling capacity for the Participant Utilities.

Typical potential technologies that will be reviewed by CONSULTANT include the technologies listed below. If CONSULTANT determines other applicable alternatives that are not listed are

suitable, those will also be examined by CONSULTANT. Selection of the technologies to be reviewed will depend upon previous data collected in this study, especially related to market assessment, and anticipated regulatory limitations, such as PFAS.

- 2.1.1 Thermal Drying. This subtask includes the following major thermal drying technologies including Rotary Drum Dryers, Vertical Thin Film Dryers, Jacketed Hollow-Flight Dryers, and Fluid Bed Dryers.
- 2.1.2 Chemical Stabilization. This subtask includes the following chemical stabilization processes including Post Lime Stabilization, N-Viro Soil Process and Bioset.
- 2.1.3 Composting. This subtask includes the following composting systems as potential Biosolids management alternatives for this plan including aerated static pile; windrow; aerated windrow, membrane covered pile, hybrid compost systems and in-vessel.
- 2.1.4 Thermal Conversion and High Temperature Combustion. This subtask includes the following systems as potential Biosolids management alternatives for this plan including incineration with heat recovery, electric hydrolysis, biological hydrolysis and thermal hydrolysis.

This initial assessment by CONSULTANT will provide technical, performance, and environmental information on Biosolids stabilization technologies. Under this task, technologies may be eliminated due to a fatal flaw or implementation considerations. Technologies selected in this task will be included in the alternatives analysis.

#### TASK 2.2 – Alternatives Analysis: Solids Water Energy Evaluation Tool (SWEET) Model

Biosolids technologies, and process improvements selected in prior tasks will be developed by CONSULTANT into alternatives under this task. Alternatives will be screened in two iterations during workshops with Participating Utilities.

CONSULTANT will develop and present an initial set of holistic alternatives that incorporate both sludge treatment, co-treatment of organics, and energy generation/reuse, based on our understanding of the goals and objectives for the project and CONSULTANT experience. These initial concepts will be presented for acceptance, modification, or removal. An initial run of the SWEET Model will be conducted and presented for review, comment and refinement or reconfiguration. The first holistic alternatives will be presented in an initial workshop; the balance of the workshop will be used to further refine the presented alternatives and/or to create new or eliminate options. At this first screening level of analysis, inputs may be based on a relative comparison between alternatives, as opposed to significant effort developing specific and detailed inputs for each alternative.

Upon WWS' approval, the remaining and newly revised alternatives presented and developed in

the workshop will be refined by CONSULTANT using SWEET. Output from SWEET (net present value, Biosolids volumes and O&M considerations other essential decision metrics) will be presented by CONSULTANT for review and comment and further revision by WWS.

Following this workshop, a refined set of alternatives will be developed by CONSULTANT, which may include alternatives discussed at that workshop, as well as alternatives developed as a result of:

1. New questions that will likely arise from the results of the initial analysis performed. Options can be developed that allow further optimization concepts that arise in the workshop setting.
2. New hybrid options that will be created from positive elements of different options. For example, generally positive solutions can often have “bad elements”; these can be replaced with better concepts to lead to further optimized solutions.

CONSULTANT will model the alternatives developed as a result of (1) and (2) above and the previous workshops in SWEET. Inputs may be based on a relative comparison between alternatives, as opposed to significant effort developing specific and detailed inputs for each alternative. Output from SWEET will provide participating utilities with information on net present value, O&M considerations and Biosolids and residual volumes. At the conclusion of the workshop, the list of alternatives will be reduced to two alternatives. Along with the SWEET model, CONSULTANT will develop Planning Level cost estimates and Identify Non-Financial Criteria for comparison.

#### Alternative Cost Estimates

These estimates are considered accurate to support alternatives prioritization. These will be presented utilizing the SWEET tool, so that costs can be adjusted to examine sensitivities. Cost evaluation by CONSULTANT will include:

1. Development of a concept-level capital cost estimate for the regional facility options
2. Development of a concept-level operating and maintenance cost estimate for the regional facility options
3. Evaluation of revenue potential from a regional facility
4. Evaluation of sensitivity of the regional facility economics as appropriate to identified variables
5. Identification of possible cost benefits to biogas utilization if incorporated into a regional facility/facilities

The costs developed by CONSULTANT through this Alternatives Analysis will be completed for comparative purposes and consist of order of magnitude cost estimates.

#### Non-Financial Criteria

The outcome of workshops in Task 2.2 will result in the selection of alternatives for consideration by WWS and participating utilities. Included in this Task will be the development of high-level

assessments of the comparative impacts and benefits of the alternatives to facilitate decision making and creation of the preferred alternative. Impacts will include social and environmental impacts such as odor potential, air emissions, traffic, consumption of non-renewable resources, offsets of non-renewables through Biosolids, residuals or biogas beneficial use, etc. Analysis will also include operational considerations such as reliability, flexibility, ease of operation, maintenance requirements, etc. The non-monetary criteria will serve to supplement the decision-making process, particularly in the event that top alternatives have very similar or equal quantitative benefits resulting from the SWEET analysis.

CONSULTANT shall identify and assess non-cost benefits and challenges associated with a regional facility, including:

1. Renewable Energy Production
2. Greenhouse Gas Offsets
3. Diversification of assets, treatment technologies, and reuse outlets
4. Integration of existing assets into the recommended plan to provide greater redundancy and diversification of technologies
5. Operational complexity
6. Regulatory challenges
7. Community Impacts
8. Public Outreach Requirements

A preliminary list of non-monetary criteria will be presented as part of a workshop. The participating utilities will provide feedback as to the relative importance of the criteria, the criteria considered, and their prioritization in the overall decision-making process.

### TASK 2.3 – Site Assessment Alternatives

#### 2.3.1 Determine Site Requirements

Based on the technology application(s) that most closely align with end user market requirements, there will be development by CONSULTANT of alternative conceptual site layouts that conservatively establish footprint requirements that are adequate to meet the forecasted needs throughout the planning horizon while providing space for future expansion. Site requirements will be developed by CONSULTANT for up to three layout configurations (could be variations in technology and site layouts as well as long-term expansion needs). The preliminary site requirements established in this subtask will serve as the basis for evaluating alternative sites.

#### 2.3.2 Local Sites

CONSULTANT will evaluate the existing sites in Broward County as potential locations for Biosolids processing facilities. CONSULTANT will examine up to four (4) sites including landfill sites, vacant land and land adjacent to treatment sites to discuss potential scope of the

initiative, and generally explore interest in a mutually beneficial collaboration, site availability, limiting considerations and potential concerns to address. Based on the initial interest, CONSULTANT will conceptually evaluate alternative sites with the goal of characterizing the following:

1. Adequacy of available sites to size a Biosolids processing facility (sizes, shapes and accessibility).
2. Availability of utilities (power, natural gas, water, wastewater collection, reclaimed water) in vicinity of each potential site.
3. Opportunities to collaboratively develop synergies that benefit all parties – inclusive of energy savings due to co-located activities, reciprocal measures, and other opportunities identified.
4. Identify County-owned and large vacant parcels that could potentially be acquired/utilized for siting a future Biosolids processing facility. Identify preferred alternative sites to consider for further investigation and potential acquisition/retention.

#### TASK 2.4 – Delivery Model Alternatives

Four (4) potential tracks for implementation of a regional Biosolids management approach are proposed. CONSULTANT will analyze each potential track, described below, to summarize advantages and disadvantages associated with each of the following:

##### TRACK 1 – UTILITY CONTROL

Develop and summarize goals of the participating utilities for the regional Biosolids management system as they apply to participation under a utility-controlled system. Compile, evaluate and summarize information to support consideration of participation in a utility-controlled system. Provide a summary of key considerations, issues, concerns to address and recommendations to ensure that the goals of the participating utilities are met by participation in utility-controlled alternatives. Summarize key advantages and disadvantages of this implementation approach. Provide recommendations to assist with implementation via this approach.

##### TRACK 2 – PARTICIPATION IN AN EXISTING REGIONAL SYSTEM

Develop and summarize goals of the participating utilities for the regional Biosolids management system as they apply to participation in an existing system. Evaluate and summarize information regarding existing nearby regional Biosolids management systems. Compile, evaluate and summarize information to support consideration of participation in a regional system. Provide a summary of key considerations, issues, concerns to address and recommendations to ensure that the goals of the participating utilities are met by participation in existing regional system alternatives. Summarize key advantages and disadvantages of this implementation approach. Provide recommendations to assist with implementation via this approach.

### TRACK 3 — PUBLIC / PRIVATE PARTNERSHIP

Develop and summarize goals of the participating utilities for the regional Biosolids management system as they apply to participation in a public/private partnership. Evaluate and summarize information from potential partners. Compile, evaluate and summarize information to support consideration of participation in a public/private partnership. Provide a summary of key considerations, issues, concerns to address and recommendations to ensure that the goals of the participating utilities are met. Summarize key advantages and disadvantages of this implementation approach. Provide recommendations to assist with implementation via this approach.

### TRACK 4 — PRIVATIZATION

Develop, solicit, and summarize goals of the participating utilities for the regional Biosolids management system as they apply to the privatization implementation track. Evaluate and summarize information to support consideration of privatization as the means to implement a regional system. Summarize key advantages and disadvantages of this implementation approach. Provide recommendations to assist with implementation via this approach.

If WWS chooses to further analyze the specific steps, resources, and data needed to implement a specific track, such analysis will require an additional work authorization or amendment to this Work Authorization or, in WWS' sole discretion, a separate solicitation.

### TASK 2.5 - Recommendation on Optional Phase 3 Study

Based on Phases 1 and 2, CONSULTANT will recommend whether further analysis of a regional facility/facilities is warranted by the participating utilities based on financial and non-financial factors. CONSULTANT will facilitate selection of priority projects within the preferred alternative to develop a proposed path forward from this Phases 1 and 2 study.

Under this task, the CONSULTANT will integrate the information gathered in the above tasks to summarize the results of Phases 1 and 2:

1. Overall solids handling future strategy goals, objectives and vision for solids handling operation.
2. Necessary coordination with outside stakeholders.
3. Identification of trigger points (regulations, tip fees, energy costs/revenues) that may cause participating utilities to initiate regionalization.

CONSULTANT will conduct a workshop in conjunction with this task. This workshop will establish a roadmap for implementing Optional Phase 3, which may include legal requirements, institutional framework additional technology or site location review or further cost estimate and market refinement.

## TASK 2.6 - Regional Biosolids Solutions Plan Report and Administration

The Regional Biosolids Solutions Plan Report will be prepared by CONSULTANT in a concise executive summary format with supporting exhibits included as attachments. CONSULTANT will structure this report to convey key findings, promising alternatives, associated uncertainties and recommended next step considerations to diverse stakeholders including technical, policy, regulatory and community groups. A PowerPoint summary will also be prepared by CONSULTANT for use among various stakeholder groups.

### 2.6.1 — Administration

CONSULTANT will coordinate Subconsultant activities, develop and monitor a project work plan and schedule for major activities, and provide monthly updates of progress to the participating utilities.

### 2.6.2 — Quality Assurance and Quality Control

CONSULTANT will perform quality assurance and quality control review with in-house peers in advance of any submittals to the Participating Utilities.

### 2.6.3 — Presentations

CONSULTANT will develop and provide presentation charts in PowerPoint format to summarize results of findings at key points in the study –one (1) set for each of the planned meetings summarized below.

### TASK 2.6.4 – Meeting Participation

CONSULTANT will participate in a total of seven (7) meetings including:

**Data compilation — Two (2)**

**Review of Rules and Regulations and Market Assessment – One (1)**

**Alternatives Analysis using SWEET Tool – Two (2)**

**Review of Site Assessments and Delivery Models –One (1)**

**Review of Recommendations for Optional Phase 3 – One (1)**

### 2.6.5 – Executive Summary and Report

A final report will be prepared by CONSULTANT to present the findings of all previous tasks performed as part of this plan. A digital copy of the draft report will be provided to the participating utilities for review and comment. All comments received by the CONSULTANT from a consensus of the participating utilities will be addressed / incorporated into the Final Report. A copy of the final report will be provided by CONSULTANT to each participating utility identified by WWS within three (3) weeks following receipt of the comments.

An executive summary PowerPoint will be prepared by CONSULTANT of the final report. The executive summary will be used for a brief informational document. All comments received by CONSULTANT from a consensus of the participating utilities will be addressed / incorporated into the final document.

**[END OF EXHIBIT A]**

**EXHIBIT B**  
**Estimated Study Budget and Study Participant Contributions**

The estimated total Study Cost will not exceed \$258,939.20. The table below is intended to demonstrate each potential Study Participant's share of the Study Cost, assuming 100% participation. The table contains the Biosolids in dry metric tons produced by each potential Study Participant as reported in Fiscal Year 2021, which was used to determine each potential Study Participant's share of the Study Cost. If the actual Study Cost is less than \$258,939.20 or if less than 100% participation is achieved, the County's share and Study Participant's share of the Study Cost will be adjusted to reflect each Party's percentage of the total Biosolids produced in dry metric tons by the participants during fiscal year 2021.

<b>Study Participant</b>	<b>2021 Dry Metric Tons</b>	<b>Percentage based on 100% Participation</b>	<b>\$258,939.20 Study with 100% Participation</b>
Broward County	13,629	36.0%	\$93,285.79
City of Fort Lauderdale	5,500	14.5 %	\$37,645.60
City of Hollywood	11,501	30.4 %	\$78,720.36
City of Margate	743	2.0 %	\$5,085.44
City of Miramar	1,662	4.4 %	\$11,375.50
City of Pembroke Pines	424	1.1 %	\$2,901.25
City of Plantation	925	2.4 %	\$6,333.52
City of Sunrise	2,327	6.2 %	\$15,926.94
Cooper City	453	1.2 %	\$3,098.46
Coral Springs Improvement District	292	0.8 %	\$1,995.68
Town of Davie	376	1.0 %	\$2,570.66
<b>TOTAL</b>	<b>37,831</b>	<b>100%</b>	<b>\$258,939.20.</b>

Select Year: 2022 ▼ 

## The 2022 Florida Statutes (including Special Session A)

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[Title XI](#)  
COUNTY ORGANIZATION AND  
INTERGOVERNMENTAL RELATIONS

[Chapter 163](#)  
INTERGOVERNMENTAL  
PROGRAMS

[View Entire  
Chapter](#)

### 163.01 Florida Interlocal Cooperation Act of 1969.—

(1) This section shall be known and may be cited as the “Florida Interlocal Cooperation Act of 1969.”

(2) It is the purpose of this section to permit local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities.

(3) As used in this section:

(a) “Interlocal agreement” means an agreement entered into pursuant to this section.

(b) “Public agency” means a political subdivision, agency, or officer of this state or of any state of the United States, including, but not limited to, state government, county, city, school district, single and multipurpose special district, single and multipurpose public authority, metropolitan or consolidated government, a separate legal entity or administrative entity created under subsection (7), an independently elected county officer, any agency of the United States Government, a federally recognized Native American tribe, and any similar entity of any other state of the United States.

(c) “State” means a state of the United States.

(d) “Electric project” means:

1. Any plant, works, system, facilities, and real property and personal property of any nature whatsoever, together with all parts thereof and appurtenances thereto, which is located within or without the state and which is used or useful in the generation, production, transmission, purchase, sale, exchange, or interchange of electric capacity and energy, including facilities and property for the acquisition, extraction, conversion, transportation, storage, reprocessing, or disposal of fuel and other materials of any kind for any such purposes.

2. Any interest in, or right to, the use, services, output, or capacity of any such plant, works, system, or facilities.

3. Any study to determine the feasibility or costs of any of the foregoing, including, but not limited to, engineering, legal, financial, and other services necessary or appropriate to determine the legality and financial and engineering feasibility of any project referred to in subparagraph 1. or subparagraph 2.

(e) “Person” means:

1. Any natural person;

2. The United States; any state; any municipality, political subdivision, or municipal corporation created by or pursuant to the laws of the United States or any state; or any board, corporation, or other entity or body declared by or pursuant to the laws of the United States or any state to be a department, agency, or instrumentality thereof;

3. Any corporation, not-for-profit corporation, firm, partnership, cooperative association, electric cooperative, or business trust of any nature whatsoever which is organized and existing under the laws of the United States or any state; or

4. Any foreign country; any political subdivision or governmental unit of a foreign country; or any corporation, not-for-profit corporation, firm, partnership, cooperative association, electric cooperative, or business trust of any

nature whatsoever which is organized and existing under the laws of a foreign country or of a political subdivision or governmental unit thereof.

(f) “Electric utility” has the same meaning as in s. [361.11\(2\)](#). The term also includes those municipalities, authorities, commissions, special districts, or other public bodies that own, maintain, or operate an electrical generation, transmission, or distribution system within the state on June 25, 2008.

(g) “Foreign public utility” means any person whose principal location or principal place of business is not located within this state; who owns, maintains, or operates facilities for the generation, transmission, or distribution of electrical energy; and who supplies electricity to retail or wholesale customers, or both, on a continuous, reliable, and dependable basis. “Foreign public utility” also means any affiliate or subsidiary of such person, the business of which is limited to the generation or transmission, or both, of electrical energy and activities reasonably incidental thereto.

(h) “Local government liability pool” means a reciprocal insurer as defined in s. [629.021](#) or any self-insurance program created pursuant to s. [768.28\(16\)](#), formed and controlled by counties or municipalities of this state to provide liability insurance coverage for counties, municipalities, or other public agencies of this state, which pool may contract with other parties for the purpose of providing claims administration, processing, accounting, and other administrative facilities.

(4) A public agency of this state may exercise jointly with any other public agency of the state, of any other state, or of the United States Government any power, privilege, or authority which such agencies share in common and which each might exercise separately.

(5) A joint exercise of power pursuant to this section shall be made by contract in the form of an interlocal agreement, which may provide for:

(a) The purpose of such interlocal agreement or the power to be exercised and the method by which the purpose will be accomplished or the manner in which the power will be exercised.

(b) The duration of the interlocal agreement and the method by which it may be rescinded or terminated by any participating public agency prior to the stated date of termination.

(c) The precise organization, composition, and nature of any separate legal or administrative entity created thereby with the powers designated thereto, if such entity may be legally created.

(d) The manner in which the parties to an interlocal agreement will provide from their treasuries the financial support for the purpose set forth in the interlocal agreement; payments of public funds that may be made to defray the cost of such purpose; advances of public funds that may be made for the purposes set forth in the interlocal agreements and repayment thereof; and the personnel, equipment, or property of one or more of the parties to the agreement that may be used in lieu of other contributions or advances.

(e) The manner in which funds may be paid to and disbursed by any separate legal or administrative entity created pursuant to the interlocal agreement.

(f) A method or formula for equitably providing for and allocating and financing the capital and operating costs, including payments to reserve funds authorized by law and payments of principal and interest on obligations. The method or formula shall be established by the participating parties to the interlocal agreement on a ratio of full valuation of real property, on the basis of the amount of services rendered or to be rendered or benefits received or conferred or to be received or conferred, or on any other equitable basis, including the levying of taxes or assessments to pay such costs on the entire area serviced by the parties to the interlocal agreement, subject to such limitations as may be contained in the constitution and statutes of this state.

(g) The manner of employing, engaging, compensating, transferring, or discharging necessary personnel, subject to the provisions of applicable civil service and merit systems.

(h) The fixing and collecting of charges, rates, rents, or fees, where appropriate, and the making and promulgation of necessary rules and regulations and their enforcement by or with the assistance of the participating parties to the interlocal agreement.

(i) The manner in which purchases shall be made and contracts entered into.

(j) The acquisition, ownership, custody, operation, maintenance, lease, or sale of real or personal property.

(k) The disposition, diversion, or distribution of any property acquired through the execution of such interlocal agreement.

(l) The manner in which, after the completion of the purpose of the interlocal agreement, any surplus money shall be returned in proportion to the contributions made by the participating parties.

(m) The acceptance of gifts, grants, assistance funds, or bequests.

(n) The making of claims for federal or state aid payable to the individual or several participants on account of the execution of the interlocal agreement.

(o) The manner of responding for any liabilities that might be incurred through performance of the interlocal agreement and insuring against any such liability.

(p) The adjudication of disputes or disagreements, the effects of failure of participating parties to pay their shares of the costs and expenses, and the rights of the other participants in such cases.

(q) The manner in which strict accountability of all funds shall be provided for and the manner in which reports, including an annual independent audit, of all receipts and disbursements shall be prepared and presented to each participating party to the interlocal agreement.

(r) Any other necessary and proper matters agreed upon by the participating public agencies.

(6) An interlocal agreement may provide for one or more parties to the agreement to administer or execute the agreement. One or more parties to the agreement may agree to provide all or a part of the services set forth in the agreement in the manner provided in the agreement. The parties may provide for the mutual exchange of services without payment of any contribution other than such services. The parties may provide for the use or maintenance of facilities or equipment of another party on a cost-reimbursement basis.

(7)(a) An interlocal agreement may provide for a separate legal or administrative entity to administer or execute the agreement, which may be a commission, board, or council constituted pursuant to the agreement.

(b) A separate legal or administrative entity created by an interlocal agreement shall possess the common power specified in the agreement and may exercise it in the manner or according to the method provided in the agreement. The entity may, in addition to its other powers, be authorized in its own name to make and enter into contracts; to employ agencies or employees; to acquire, construct, manage, maintain, or operate buildings, works, or improvements; to acquire, hold, or dispose of property; and to incur debts, liabilities, or obligations which do not constitute the debts, liabilities, or obligations of any of the parties to the agreement.

(c) No separate legal or administrative entity created by an interlocal agreement shall possess the power or authority to levy any type of tax within the boundaries of any governmental unit participating in the interlocal agreement, to issue any type of bond in its own name, or in any way to obligate financially a governmental unit participating in the interlocal agreement. However, any separate legal entity, the membership of which consists only of electric utilities as defined in s. [361.11\(2\)](#) and which is created for the purpose of exercising the powers granted by part II of chapter 361, the Joint Power Act, may, for the purpose of financing or refinancing the costs of an electric project, exercise all powers in connection with the authorization, issuance, and sale of bonds as are conferred by parts I, II, and III of chapter 159 or part II of chapter 166, or both. Any such entity may also issue bond anticipation notes, as provided by s. [215.431](#), in connection with the authorization, issuance, and sale of such bonds. All of the privileges, benefits, powers, and terms of parts I, II, and III of chapter 159 and part II of chapter 166, notwithstanding any limitations provided above, shall be fully applicable to such entity. In addition, the governing body of such legal entity may also authorize bonds to be issued and sold from time to time and delegate, to such officer, official, or agent of such legal entity as the governing body of such legal entity shall select, the power to determine the time; manner of sale, public or private; maturities; rate or rates of interest, which may be fixed or may vary at such time or times and in accordance with a specified formula or method of determination; and other terms and conditions as may be deemed appropriate by the officer, official, or agent so designated by the governing body of such legal entity. However, the amounts and maturities of such bonds and the interest rate or rates on such bonds shall be within the limits prescribed by the governing body of such legal entity in its resolution delegating to such officer, official, or agent the power to authorize the issuance and sale of such bonds. Bonds issued pursuant to this section may be validated as provided in chapter 75 and paragraph (15)(f). However, the complaint in any action to validate such bonds shall be filed only in the Circuit Court for Leon County. The notice

required to be published by s. [75.06](#) shall be published only in Leon County, and the complaint and order of the circuit court shall be served only on the State Attorney of the Second Judicial Circuit and on the state attorney of each circuit in which a public agency participating in the electric project lies. Notice of such proceedings shall be published in the manner and at the time required by s. [75.06](#) in Leon County and in each county in which any portion of any public agency participating in the electric project lies.

(d) Notwithstanding the provisions of paragraph (c), any separate legal entity created pursuant to this section and controlled by the municipalities or counties of this state or by one or more municipalities and one or more counties of this state, the membership of which consists or is to consist of municipalities only, counties only, or one or more municipalities and one or more counties, may, for the purpose of financing or refinancing any capital projects, exercise all powers in connection with the authorization, issuance, and sale of bonds. Notwithstanding any limitations provided in this section, all of the privileges, benefits, powers, and terms of part I of chapter 125, part II of chapter 166, and part I of chapter 159 are fully applicable to such entity. Bonds issued by such entity are deemed issued on behalf of the counties, municipalities, or private entities which enter into loan agreements with such entity as provided in this paragraph. Any loan agreement executed pursuant to a program of such entity is governed by the provisions of part I of chapter 159 or, in the case of counties, part I of chapter 125, or in the case of municipalities and charter counties, part II of chapter 166. Proceeds of bonds issued by such entity may be loaned to counties or municipalities of this state or a combination of municipalities and counties, whether or not such counties or municipalities are also members of the entity issuing the bonds, or to private entities for projects that are “self-liquidating,” as provided in s. [159.02](#), whether or not such private entities are located within the jurisdictional boundaries of a county or municipality that is a member of the entity issuing the bonds. The issuance of bonds by such entity to fund a loan program to make loans to municipalities, counties, or private entities or a combination of municipalities, counties, and private entities with one another for capital projects to be identified subsequent to the issuance of the bonds to fund such loan programs is deemed to be a paramount public purpose. Any entity so created may also issue bond anticipation notes, as provided by s. [215.431](#), in connection with the authorization, issuance, and sale of such bonds. In addition, the governing body of such legal entity may also authorize bonds to be issued and sold from time to time and may delegate, to such officer, official, or agent of such legal entity as the governing body of such legal entity may select, the power to determine the time; manner of sale, public or private; maturities; rate or rates of interest, which may be fixed or may vary at such time or times and in accordance with a specified formula or method of determination; and other terms and conditions as may be deemed appropriate by the officer, official, or agent so designated by the governing body of such legal entity. However, the amounts and maturities of such bonds and the interest rate or rates of such bonds shall be within the limits prescribed by the governing body of such legal entity and its resolution delegating to such officer, official, or agent the power to authorize the issuance and sale of such bonds. A local government self-insurance fund established under this section may financially guarantee bonds or bond anticipation notes issued or loans made under this subsection. Bonds issued pursuant to this paragraph may be validated as provided in chapter 75. The complaint in any action to validate such bonds shall be filed only in the Circuit Court for Leon County. The notice required to be published by s. [75.06](#) shall be published only in Leon County, and the complaint and order of the circuit court shall be served only on the State Attorney of the Second Judicial Circuit and on the state attorney of each circuit in each county where the public agencies which were initially a party to the agreement are located. Notice of such proceedings shall be published in the manner and the time required by s. [75.06](#) in Leon County and in each county where the public agencies which were initially a party to the agreement are located. Obligations of any county or municipality pursuant to a loan agreement as described in this paragraph may be validated as provided in chapter 75.

(e)1. Notwithstanding the provisions of paragraph (c), any separate legal entity, created pursuant to the provisions of this section and controlled by counties or municipalities of this state, the membership of which consists or is to consist only of public agencies of this state, may, for the purpose of financing the provision or acquisition of liability or property coverage contracts for or from one or more local government liability or property pools to provide liability or property coverage for counties, municipalities, or other public agencies of this state, exercise all powers in connection with the authorization, issuance, and sale of bonds. All of the privileges,

benefits, powers, and terms of s. [125.01](#) relating to counties and s. [166.021](#) relating to municipalities shall be fully applicable to such entity and such entity shall be considered a unit of local government for all of the privileges, benefits, powers, and terms of part I of chapter 159. Bonds issued by such entity shall be deemed issued on behalf of counties, municipalities, or public agencies which enter into loan agreements with such entity as provided in this paragraph. Proceeds of bonds issued by such entity may be loaned to counties, municipalities, or other public agencies of this state, whether or not such counties, municipalities, or other public agencies are also members of the entity issuing the bonds, and such counties, municipalities, or other public agencies may in turn deposit such loan proceeds with a separate local government liability or property pool for purposes of providing or acquiring liability or property coverage contracts.

2. Counties or municipalities of this state are authorized pursuant to this section, in addition to the authority provided by s. [125.01](#), part II of chapter 166, and other applicable law, to issue bonds for the purpose of acquiring liability coverage contracts from a local government liability pool. Any individual county or municipality may, by entering into interlocal agreements with other counties, municipalities, or public agencies of this state, issue bonds on behalf of itself and other counties, municipalities, or other public agencies, for purposes of acquiring a liability coverage contract or contracts from a local government liability pool. Counties, municipalities, or other public agencies are also authorized to enter into loan agreements with any entity created pursuant to subparagraph 1., or with any county or municipality issuing bonds pursuant to this subparagraph, for the purpose of obtaining bond proceeds with which to acquire liability coverage contracts from a local government liability pool. No county, municipality, or other public agency shall at any time have more than one loan agreement outstanding for the purpose of obtaining bond proceeds with which to acquire liability coverage contracts from a local government liability pool. Obligations of any county, municipality, or other public agency of this state pursuant to a loan agreement as described above may be validated as provided in chapter 75. Prior to the issuance of any bonds pursuant to subparagraph 1. or this subparagraph for the purpose of acquiring liability coverage contracts from a local government liability pool, the reciprocal insurer or the manager of any self-insurance program shall demonstrate to the satisfaction of the Office of Insurance Regulation of the Financial Services Commission that excess liability coverage for counties, municipalities, or other public agencies is reasonably unobtainable in the amounts provided by such pool or that the liability coverage obtained through acquiring contracts from a local government liability pool, after taking into account costs of issuance of bonds and any other administrative fees, is less expensive to counties, municipalities, or special districts than similar commercial coverage then reasonably available.

3. Any entity created pursuant to this section or any county or municipality may also issue bond anticipation notes, as provided by s. [215.431](#), in connection with the authorization, issuance, and sale of such bonds. In addition, the governing body of such legal entity or the governing body of such county or municipality may also authorize bonds to be issued and sold from time to time and may delegate, to such officer, official, or agent of such legal entity as the governing body of such legal entity may select, the power to determine the time; manner of sale, public or private; maturities; rate or rates of interest, which may be fixed or may vary at such time or times and in accordance with a specified formula or method of determination; and other terms and conditions as may be deemed appropriate by the officer, official, or agent so designated by the governing body of such legal entity. However, the amounts and maturities of such bonds and the interest rate or rates of such bonds shall be within the limits prescribed by the governing body of such legal entity and its resolution delegating to such officer, official, or agent the power to authorize the issuance and sale of such bonds. Any series of bonds issued pursuant to this paragraph for liability coverage shall mature no later than 7 years following the date of issuance. A series of bonds issued pursuant to this paragraph for property coverage shall mature no later than 30 years following the date of issuance.

4. Bonds issued pursuant to subparagraph 1. may be validated as provided in chapter 75. The complaint in any action to validate such bonds shall be filed only in the Circuit Court for Leon County. The notice required to be published by s. [75.06](#) shall be published in Leon County and in each county which is an owner of the entity issuing the bonds, or in which a member of the entity is located, and the complaint and order of the circuit court shall be served only on the State Attorney of the Second Judicial Circuit and on the state attorney of each circuit in each

county or municipality which is an owner of the entity issuing the bonds or in which a member of the entity is located.

5. Bonds issued pursuant to subparagraph 2. may be validated as provided in chapter 75. The complaint in any action to validate such bonds shall be filed in the circuit court of the county or municipality which will issue the bonds. The notice required to be published by s. [75.06](#) shall be published only in the county where the complaint is filed, and the complaint and order of the circuit court shall be served only on the state attorney of the circuit in the county or municipality which will issue the bonds.

6. The participation by any county, municipality, or other public agency of this state in a local government liability pool shall not be deemed a waiver of immunity to the extent of liability coverage, nor shall any contract entered regarding such a local government liability pool be required to contain any provision for waiver.

(f) Notwithstanding anything to the contrary, any separate legal entity, created pursuant to the provisions of this section, wholly owned by the municipalities or counties of this state, the membership of which consists or is to consist only of municipalities or counties of this state, may exercise the right and power of eminent domain, including the procedural powers under chapters 73 and 74, if such right and power is granted to such entity by the interlocal agreement creating the entity.

(g)1. Notwithstanding any other provisions of this section, any separate legal entity created under this section, the membership of which is limited to municipalities and counties of the state, and which may include a special district in addition to a municipality or county or both, may acquire, own, construct, improve, operate, and manage public facilities, or finance facilities on behalf of any person, relating to a governmental function or purpose, including, but not limited to, wastewater facilities, water or alternative water supply facilities, and water reuse facilities, which may serve populations within or outside of the members of the entity. Notwithstanding s. [367.171\(7\)](#), any separate legal entity created under this paragraph is not subject to Public Service Commission jurisdiction. The separate legal entity may not provide utility services within the service area of an existing utility system unless it has received the consent of the utility.

2. For purposes of this paragraph, the term:

a. "Host government" means the governing body of the county, if the largest number of equivalent residential connections currently served by a system of the utility is located in the unincorporated area, or the governing body of a municipality, if the largest number of equivalent residential connections currently served by a system of the utility is located within that municipality's boundaries.

b. "Separate legal entity" means any entity created by interlocal agreement the membership of which is limited to two or more special districts, municipalities, or counties of the state, but which entity is legally separate and apart from any of its member governments.

c. "System" means a water or wastewater facility or group of such facilities owned by one entity or affiliate entities.

d. "Utility" means a water or wastewater utility and includes every person, separate legal entity, lessee, trustee, or receiver owning, operating, managing, or controlling a system, or proposing construction of a system, who is providing, or proposes to provide, water or wastewater service to the public for compensation.

3. A separate legal entity that seeks to acquire any utility shall notify the host government in writing by certified mail about the contemplated acquisition not less than 30 days before any proposed transfer of ownership, use, or possession of any utility assets by such separate legal entity. The potential acquisition notice shall be provided to the legislative head of the governing body of the host government and to its chief administrative officer and shall provide the name and address of a contact person for the separate legal entity and information identified in s. [367.071\(4\)\(a\)](#) concerning the contemplated acquisition.

4.a. Within 30 days following receipt of the notice, the host government may adopt a resolution to become a member of the separate legal entity, adopt a resolution to approve the utility acquisition, or adopt a resolution to prohibit the utility acquisition by the separate legal entity if the host government determines that the proposed acquisition is not in the public interest. A resolution adopted by the host government which prohibits the acquisition may include conditions that would make the proposal acceptable to the host government.

b. If a host government adopts a membership resolution, the separate legal entity shall accept the host government as a member on the same basis as its existing members before any transfer of ownership, use, or possession of the utility or the utility facilities. If a host government adopts a resolution to approve the utility acquisition, the separate legal entity may complete the acquisition. If a host government adopts a prohibition resolution, the separate legal entity may not acquire the utility within that host government's territory without the specific consent of the host government by future resolution. If a host government does not adopt a prohibition resolution or an approval resolution, the separate legal entity may proceed to acquire the utility after the 30-day notice period without further notice.

5. After the acquisition or construction of any utility systems by a separate legal entity created under this paragraph, revenues or any other income may not be transferred or paid to a member of a separate legal entity, or to any other special district, county, or municipality, from user fees or other charges or revenues generated from customers that are not physically located within the jurisdictional or service delivery boundaries of the member, special district, county, or municipality receiving the transfer or payment. Any transfer or payment to a member, special district, or other local government must be solely from user fees or other charges or revenues generated from customers that are physically located within the jurisdictional or service delivery boundaries of the member, special district, or local government receiving the transfer of payment.

6. This section is an alternative provision otherwise provided by law as authorized in s. 4, Art. VIII of the State Constitution for any transfer of power as a result of an acquisition of a utility by a separate legal entity from a municipality, county, or special district.

7. The entity may finance or refinance the acquisition, construction, expansion, and improvement of such facilities relating to a governmental function or purpose through the issuance of its bonds, notes, or other obligations under this section or as otherwise authorized by law. The entity has all the powers provided by the interlocal agreement under which it is created or which are necessary to finance, own, operate, or manage the public facility, including, without limitation, the power to establish rates, charges, and fees for products or services provided by it, the power to levy special assessments, the power to sell or finance all or a portion of such facility, and the power to contract with a public or private entity to manage and operate such facilities or to provide or receive facilities, services, or products. Except as may be limited by the interlocal agreement under which the entity is created, all of the privileges, benefits, powers, and terms of s. [125.01](#), relating to counties, and s. [166.021](#), relating to municipalities, are fully applicable to the entity. However, neither the entity nor any of its members on behalf of the entity may exercise the power of eminent domain over the facilities or property of any existing water or wastewater plant utility system, nor may the entity acquire title to any water or wastewater plant utility facilities, other facilities, or property which was acquired by the use of eminent domain after the effective date of this act, unless 10 or more years have elapsed since the date of the acquisition by eminent domain. Bonds, notes, and other obligations issued by the entity are issued on behalf of the public agencies that are members of the entity.

8. Any entity created under this section may also issue bond anticipation notes in connection with the authorization, issuance, and sale of bonds. The bonds may be issued as serial bonds or as term bonds or both. Any entity may issue capital appreciation bonds or variable rate bonds. Any bonds, notes, or other obligations must be authorized by resolution of the governing body of the entity and bear the date or dates; mature at the time or times, not exceeding 40 years from their respective dates; bear interest at the rate or rates; be payable at the time or times; be in the denomination; be in the form; carry the registration privileges; be executed in the manner; be payable from the sources and in the medium or payment and at the place; and be subject to the terms of redemption, including redemption prior to maturity, as the resolution may provide. If any officer whose signature, or a facsimile of whose signature, appears on any bonds, notes, or other obligations ceases to be an officer before the delivery of the bonds, notes, or other obligations, the signature or facsimile is valid and sufficient for all purposes as if he or she had remained in office until the delivery. The bonds, notes, or other obligations may be sold at public or private sale for such price as the governing body of the entity shall determine. Pending preparation of the definitive bonds, the entity may issue interim certificates, which shall be exchanged for the definitive bonds. The bonds may be secured by a form of credit enhancement, if any, as the entity deems

appropriate. The bonds may be secured by an indenture of trust or trust agreement. In addition, the governing body of the legal entity may delegate, to an officer, official, or agent of the legal entity as the governing body of the legal entity may select, the power to determine the time; manner of sale, public or private; maturities; rate of interest, which may be fixed or may vary at the time and in accordance with a specified formula or method of determination; and other terms and conditions as may be deemed appropriate by the officer, official, or agent so designated by the governing body of the legal entity. However, the amount and maturity of the bonds, notes, or other obligations and the interest rate of the bonds, notes, or other obligations must be within the limits prescribed by the governing body of the legal entity and its resolution delegating to an officer, official, or agent the power to authorize the issuance and sale of the bonds, notes, or other obligations.

9. Bonds, notes, or other obligations issued under this paragraph may be validated as provided in chapter 75. The complaint in any action to validate the bonds, notes, or other obligations must be filed only in the Circuit Court for Leon County. The notice required to be published by s. [75.06](#) must be published in Leon County and in each county that is a member of the entity issuing the bonds, notes, or other obligations, or in which a member of the entity is located, and the complaint and order of the circuit court must be served only on the State Attorney of the Second Judicial Circuit and on the state attorney of each circuit in each county that is a member of the entity issuing the bonds, notes, or other obligations or in which a member of the entity is located. Section [75.04\(2\)](#) does not apply to a complaint for validation brought by the legal entity.

10. The accomplishment of the authorized purposes of a legal entity created under this paragraph is in all respects for the benefit of the people of the state, for the increase of their commerce and prosperity, and for the improvement of their health and living conditions. Since the legal entity will perform essential governmental functions for the public health, safety, and welfare in accomplishing its purposes, the legal entity is not required to pay any taxes or assessments of any kind whatsoever upon any property acquired or used by it for such purposes or upon any revenues at any time received by it, whether the property is within or outside the jurisdiction of members of the entity. The exemption provided in this paragraph applies regardless of whether the separate legal entity enters into agreements with private firms or entities to manage, operate, or improve the utilities owned by the separate legal entity. The bonds, notes, and other obligations of an entity, their transfer, and the income therefrom, including any profits made on the sale thereof, are at all times free from taxation of any kind by the state or by any political subdivision or other agency or instrumentality thereof. The exemption granted in this subparagraph is not applicable to any tax imposed by chapter 220 on interest, income, or profits on debt obligations owned by corporations.

(h)1. Notwithstanding the provisions of paragraph (c), any separate legal entity consisting of an alliance, as defined in s. [395.106\(2\)\(a\)](#), created pursuant to this paragraph and controlled by and whose members consist of eligible entities comprised of special districts created pursuant to a special act and having the authority to own or operate one or more hospitals licensed in this state or hospitals licensed in this state that are owned, operated, or funded by a county or municipality, for the purpose of providing property insurance coverage as defined in s. [395.106\(2\)\(b\)](#), for such eligible entities, may exercise all powers under this subsection in connection with borrowing funds for such purposes, including, without limitation, the authorization, issuance, and sale of bonds, notes, or other obligations of indebtedness. Borrowed funds, including, but not limited to, bonds issued by such alliance shall be deemed issued on behalf of such eligible entities that enter into loan agreements with such separate legal entity as provided in this paragraph.

2. Any such separate legal entity shall have all the powers that are provided by the interlocal agreement under which the entity is created or that are necessary to finance, operate, or manage the alliance's property insurance coverage program. Proceeds of bonds, notes, or other obligations issued by such an entity may be loaned to any one or more eligible entities. Such eligible entities are authorized to enter into loan agreements with any separate legal entity created pursuant to this paragraph for the purpose of obtaining moneys with which to finance property insurance coverage or claims. Obligations of any eligible entity pursuant to a loan agreement as described in this paragraph may be validated as provided in chapter 75.

3. Any bonds, notes, or other obligations to be issued or incurred by a separate legal entity created pursuant to this paragraph shall be authorized by resolution of the governing body of such entity and bear the date or dates;

mature at the time or times, not exceeding 30 years from their respective dates; bear interest at the rate or rates, which may be fixed or vary at such time or times and in accordance with a specified formula or method of determination; be payable at the time or times; be in the denomination; be in the form; carry the registration privileges; be executed in the manner; be payable from the sources and in the medium of payment and at the place; and be subject to redemption, including redemption prior to maturity, as the resolution may provide. The bonds, notes, or other obligations may be sold at public or private sale for such price as the governing body of the separate legal entity shall determine. The bonds may be secured by such credit enhancement, if any, as the governing body of the separate legal entity deems appropriate. The bonds may be secured by an indenture of trust or trust agreement. In addition, the governing body of the separate legal entity may delegate, to such officer or official of such entity as the governing body may select, the power to determine the time; manner of sale, public or private; maturities; rate or rates of interest, which may be fixed or may vary at such time or times and in accordance with a specified formula or method of determination; and other terms and conditions as may be deemed appropriate by the officer or official so designated by the governing body of such separate legal entity. However, the amounts and maturities of such bonds, the interest rate or rates, and the purchase price of such bonds shall be within the limits prescribed by the governing body of such separate legal entity in its resolution delegating to such officer or official the power to authorize the issuance and sale of such bonds.

4. Bonds issued pursuant to this paragraph may be validated as provided in chapter 75. The complaint in any action to validate such bonds shall be filed only in the Circuit Court for Leon County. The notice required to be published by s. [75.06](#) shall be published in Leon County and in each county in which an eligible entity that is a member of an alliance is located. The complaint and order of the circuit court shall be served only on the State Attorney of the Second Judicial Circuit and on the state attorney of each circuit in each county in which an eligible entity receiving bond proceeds is located.

5. The accomplishment of the authorized purposes of a separate legal entity created under this paragraph is deemed in all respects for the benefit, increase of the commerce and prosperity, and improvement of the health and living conditions of the people of this state. Inasmuch as the separate legal entity performs essential public functions in accomplishing its purposes, the separate legal entity is not required to pay any taxes or assessments of any kind upon any property acquired or used by the entity for such purposes or upon any revenues at any time received by the entity. The bonds, notes, and other obligations of such separate legal entity, the transfer of and income from such bonds, notes, and other obligations, including any profits made on the sale of such bonds, notes, and other obligations, are at all times free from taxation of any kind of the state or by any political subdivision or other agency or instrumentality of the state. The exemption granted in this paragraph does not apply to any tax imposed by chapter 220 on interest, income, or profits on debt obligations owned by corporations.

6. The participation by any eligible entity in an alliance or a separate legal entity created pursuant to this paragraph may not be deemed a waiver of immunity to the extent of liability or any other coverage, and a contract entered regarding such alliance is not required to contain any provision for waiver.

(8) If the purpose set forth in an interlocal agreement is the acquisition, construction, or operation of a revenue-producing facility, the agreement may provide for the repayment or return to the parties of all or any part of the contributions, payments, or advances made by the parties pursuant to subsection (5) and for payment to the parties of any sum derived from the revenues of such facility. Payments, repayments, or returns shall be made at any time and in the manner specified in the agreement and may be made at any time on or prior to the rescission or termination of the agreement or completion of the purposes of the agreement.

(9)(a) All of the privileges and immunities from liability; exemptions from laws, ordinances, and rules; and pensions and relief, disability, workers' compensation, and other benefits which apply to the activity of officers, agents, or employees of any public agents or employees of any public agency when performing their respective functions within the territorial limits for their respective agencies shall apply to the same degree and extent to the performance of such functions and duties of such officers, agents, or employees extraterritorially under the provisions of any such interlocal agreement.

(b) An interlocal agreement does not relieve a public agency of any obligation or responsibility imposed upon it by law except to the extent of actual and timely performance thereof by one or more of the parties to the

agreement or any legal or administrative entity created by the agreement, in which case the performance may be offered in satisfaction of the obligation or responsibility.

(c) All of the privileges and immunities from liability and exemptions from laws, ordinances, and rules which apply to the municipalities and counties of this state apply to the same degree and extent to any separate legal entity, created pursuant to the provisions of this section, wholly owned by the municipalities or counties of this state, the membership of which consists or is to consist only of municipalities or counties of this state, unless the interlocal agreement creating such entity provides to the contrary. All of the privileges and immunities from liability; exemptions from laws, ordinances, and rules; and pension and relief, disability, and worker's compensation, and other benefits which apply to the activity of officers, agents, employees, or employees of agents of counties and municipalities of this state which are parties to an interlocal agreement creating a separate legal entity pursuant to the provisions of this section shall apply to the same degree and extent to the officers, agents, or employees of such entity unless the interlocal agreement creating such entity provides to the contrary.

(10)(a) A public agency entering into an interlocal agreement may appropriate funds and sell, give, or otherwise supply any party designated to operate the joint or cooperative undertaking such personnel, services, facilities, property, franchises, or funds thereof as may be within its legal power to furnish.

(b) A public agency entering into an interlocal agreement may receive grants-in-aid or other assistance funds from the United States Government or this state for use in carrying out the purposes of the interlocal agreement.

(11) Prior to its effectiveness, an interlocal agreement and subsequent amendments thereto shall be filed with the clerk of the circuit court of each county where a party to the agreement is located. However, if the parties to the agreement are located in multiple counties and the agreement under subsection (7) provides for a separate legal entity or administrative entity to administer the agreement, the interlocal agreement and any amendments thereto may be filed with the clerk of the circuit court in the county where the legal or administrative entity maintains its principal place of business.

(12) Any public agency entering into an agreement pursuant to this section may appropriate funds and may sell, lease, give, or otherwise supply the administrative joint board or other legal or administrative entity created to operate the joint or cooperative undertaking by providing such personnel or services therefor as may be within its legal power to furnish.

(13) The powers and authority granted by this section shall be in addition and supplemental to those granted by any other general, local, or special law. Nothing contained herein shall be deemed to interfere with the application of any other law.

(14) This section is intended to authorize the entry into contracts for the performance of service functions of public agencies, but shall not be deemed to authorize the delegation of the constitutional or statutory duties of state, county, or city officers.

(15) Notwithstanding any other provision of this section or of any other law except s. [361.14](#), any public agency of this state which is an electric utility, or any separate legal entity created pursuant to the provisions of this section, the membership of which consists only of electric utilities, and which exercises or proposes to exercise the powers granted by part II of chapter 361, the Joint Power Act, may exercise any or all of the following powers:

(a) Any such public agency or legal entity, or both, may plan, finance, acquire, construct, reconstruct, own, lease, operate, maintain, repair, improve, extend, or otherwise participate jointly in one or more electric projects, which are proposed, existing, or under construction and which are located or to be located within or without this state, with any one or more of the following:

1. Any such legal entity;
2. One or more electric utilities;
3. One or more foreign public utilities; or
4. Any other person,

if the right to full possession and to all of the use, services, output, and capacity of any such electric project during the original estimated useful life thereof is vested, subject to creditors' rights, in any one or more of such legal entities, electric utilities, or foreign public utilities, or in any combination thereof. Any such public agency or

legal entity, or both, may act as agent or designate one or more persons, whether or not participating in an electric project, to act as its agent in connection with the planning, design, engineering, licensing, acquisition, construction, completion, management, control, operation, maintenance, repair, renewal, addition, replacement, improvement, modification, insuring, decommissioning, cleanup, retirement, or disposal, or all of the foregoing, of such electric project or electric projects.

(b)1. In any case in which any such public agency or legal entity, or both, participate in an electric project with any one or more of the following:

- a. Any such legal entity;
- b. One or more electric utilities;
- c. One or more foreign public utilities; or
- d. Any other person,

and if the right to full possession and to all of the use, services, output, and capacity of any such electric project during the original estimated useful life thereof is vested, subject to creditors' rights, in any one or more of such legal entities, electric utilities, or foreign public utilities, or in any combination thereof, such public agency or legal entity, or both, may enter into an agreement or agreements with respect to such electric project with the other person or persons participating therein, and such legal entity may enter into an agreement or agreements with one or more public agencies who are parties to the interlocal agreement creating such legal entity. Any such agreement may be for such period, including, but not limited to, an unspecified period, and may contain such other terms, conditions, and provisions, consistent with the provisions of this section, as the parties thereto shall determine. In connection with entry into and performance pursuant to any such agreement, with the selection of any person or persons with which any such public agency or legal entity, or both, may enter into any such agreement, and with the selection of any electric project to which such agreement may relate, no such public agency or legal entity shall be required to comply with any general, local, or special statute, including, but not limited to, the provisions of s. [287.055](#), or with any charter provision of any public agency, which would otherwise require public bidding, competitive negotiation, or both.

2. Any such agreement may include, but need not be limited to, any or all of the following:

- a. Provisions defining what constitutes a default thereunder and providing for the rights and remedies of the parties thereto upon the occurrence of such a default, including, without limitation, the right to discontinue the delivery of products or services to a defaulting party and requirements that the remaining parties not in default who are entitled to receive products or services from the same electric project may be required to pay for and use or otherwise dispose of, on a proportionate or other basis, all or some portion of the products and services which were to be purchased by the defaulting party.
- b. Provisions granting one or more of the parties the option to purchase the interest or interests of one or more other parties in the electric project upon such occurrences, and at such times and pursuant to such terms and conditions, as the parties may agree, notwithstanding the limitations on options in the provisions of any law to the contrary.
- c. Provisions setting forth restraints on alienation of the interests of the parties in the electric project.
- d. Provisions for the planning, design, engineering, licensing, acquisition, construction, completion, management, control, operation, maintenance, repair, renewal, addition, replacement, improvement, modification, insuring, decommissioning, cleanup, retirement, or disposal, or all of the foregoing of such electric project by any one or more of the parties to such agreement, which party or parties may be designated in or pursuant to such agreement as agent or agents on behalf of itself and one or more of the other parties thereto or by such other means as may be determined by the parties thereto.
- e. Provisions for a method or methods of determining and allocating among or between the parties the costs of planning, design, engineering, licensing, acquisition, construction, completion, management, control, operation, maintenance, repair, renewal, addition, replacement, improvement, modification, insuring, decommissioning, cleanup, retirement, or disposal, or all of the foregoing with respect to such electric project.

f. Provisions that any such public agency or legal entity, or both, will not rescind, terminate, or amend any contract or agreement relating to such electric project without the consent of one or more persons with which such public agency or legal entity, or both, have entered into an agreement pursuant to this section or without the consent of one or more persons with whom any such public agency or legal entity, or both, have made a covenant or who are third-party beneficiaries of any such covenant.

g. Provisions whereby any such public agency or legal entity, or both, are obligated to pay for the products and services of such electric project and the support of such electric project, including, without limitation, those activities set forth in sub-subparagraph d., without setoff or counterclaim and irrespective of whether such products or services are furnished, made available, or delivered to such public agency or legal entity, or both, or whether any electric project contemplated by such contract or agreement is completed, operable, or operating, and notwithstanding suspension, interruption, interference, reduction, or curtailment of the products and services of such electric project and notwithstanding the quality, or failure, of performance of any one or more of the activities set forth in sub-subparagraph d. with respect to such electric project.

h. Provisions that in the event of the failure or refusal of any such public agency or legal entity, or both, to perform punctually any specified covenant or obligation contained in or undertaken pursuant to any such agreement, any one or more parties to such agreement or any one or more persons who have been designated in such agreement as third-party beneficiaries of such covenant or obligation may enforce the performance of such public agency or legal entity by an action at law or in equity, including, but not limited to, specific performance or mandamus.

i. Provisions obligating any such public agency or legal entity, or both, to indemnify, including, without limitation, indemnification against the imposition or collection of local, state, or federal taxes and interest or penalties related thereto, or payments made in lieu thereof, to hold harmless, or to waive claims or rights for recovery, including claims or rights for recovery based on sole negligence, gross negligence, any other type of negligence, or any other act or omission, intentional or otherwise, against one or more of the other parties to such agreement. Such provisions may define the class or classes of persons for whose acts, intentional or otherwise, a party shall not be responsible; and all of such provisions may be upon such terms and conditions as the parties thereto shall determine.

j. Provisions obligating any such public agency or legal entity, or both, not to dissolve until all principal and interest payments for all bonds and other evidences of indebtedness issued by such public agency or legal entity, or both, have been paid or otherwise provided for and until all contractual obligations and duties of such public agency or legal entity have been fully performed or discharged, or both.

k. Provisions obligating any such public agency or legal entity, or both, to establish, levy, and collect rents, rates, and other charges for the products and services provided by such legal entity or provided by the electric or other integrated utility system of such public agency, which rents, rates, and other charges shall be at least sufficient to meet the operation and maintenance expenses of such electric or integrated utility system; to comply with all covenants pertaining thereto contained in, and all other provisions of, any resolution, trust indenture, or other security agreement relating to any bonds or other evidences of indebtedness issued or to be issued by any such public agency or legal entity; to generate funds sufficient to fulfill the terms of all other contracts and agreements made by such public agency or legal entity, or both; and to pay all other amounts payable from or constituting a lien or charge on the revenues derived from the products and services of such legal entity or constituting a lien or charge on the revenues of the electric or other integrated utility system of such public agency.

l. Provisions obligating such legal entity to enforce the covenants and obligations of each such public agency with which such legal entity has entered into a contract or agreement with respect to such electric project.

m. Provisions obligating such legal entity not to permit any such public agency to withdraw from such legal entity until all contractual obligations and duties of such legal entity and of each such public agency with which it has entered into a contract or agreement with respect to such electric project have been fully performed, discharged, or both.

n. Provisions obligating each such public agency which has entered into a contract or agreement with such legal entity with respect to an electric project not to withdraw from, or cause or participate in the dissolution of, such legal entity until all duties and obligations of such legal entity and of each such public agency arising from all contracts and agreements entered into by such public agency or legal entity, or both, have been fully performed, discharged, or both.

o. Provisions obligating each such public agency which has entered into a contract or agreement with such legal entity or which has entered into a contract or agreement with any other person or persons with respect to such electric project to maintain its electric or other integrated utility system in good repair and operating condition until all duties and obligations of each such public agency and of each such legal entity arising out of all contracts and agreements with respect to such electric project entered into by each such public agency or legal entity, or both, have been fully performed, discharged, or both.

3. All actions taken by an agent designated in accordance with the provisions of any such agreement may, if so provided in the agreement, be made binding upon such public agency or legal entity, or both, without further action or approval by such public agency or legal entity, or both. Any agent or agents designated in any such agreement shall be governed by the laws and rules applicable to such agent as a separate entity and not by any laws or rules which may be applicable to any of the other participating parties and not otherwise applicable to the agent.

(c) Any such legal entity may acquire services, output, capacity, energy, or any combination thereof only from:

1. An electric project in which it has an ownership interest; or
2. Any other source:
  - a. To the extent of replacing the services, output, capacity, energy, or combination thereof of its share of an electric project when the output or capacity of such electric project is reduced or unavailable; or
  - b. At any time and in any amount for resale to any of its members as necessary to meet their retail load requirements.

However, under sub-subparagraph 2.b., such legal entity may not purchase wholesale power for resale to any of its members from any electric utility as a result of any legal proceeding commenced by the legal entity or any of its members after January 1, 1982, before any state or federal court or administrative body, to the extent that such purchase or proceeding would involuntarily expand the responsibility of the electric utility to provide such wholesale power.

(d) Any such legal entity may sell services, output, capacity, energy, or any combination thereof only to:

1. Its members to meet their retail load requirements;
2. Other electric utilities or foreign public utilities which have ownership interests in, or contractual arrangements which impose on such electric utilities or foreign public utilities obligations which are the economic equivalents of ownership interests in, the electric project from which such services, output, capacity, energy, or combination thereof is to be acquired;
3. Any other electric utility or foreign public utility to dispose of services, output, capacity, energy, or any combination thereof that is surplus to the requirements of such legal entity:
  - a. If such surplus results from default by one or more of the members of such legal entity under a contract or contracts for the purchase of such services, output, capacity, energy, or combination thereof; and
  - b. If the revenues from such contract or contracts are pledged as security for payment of bonds or other evidences of indebtedness issued by such legal entity or if such revenues are required by such legal entity to meet its obligations under any contract or agreement entered into by such legal entity pursuant to paragraph (b);
4. Any other electric utility or foreign public utility for a period not to exceed 5 years from the later to occur of the date of commercial operation of, or the date of acquisition by such legal entity of any ownership interest in or right to acquire services, output, capacity, energy, or any combination thereof from, the electric project from which such services, output, capacity, energy, or combination thereof is to be acquired, if:
  - a. One or more members of such legal entity have contracted to purchase such services, output, capacity, energy, or combination thereof from such legal entity commencing upon the expiration of such period; and

b. Such services, output, capacity, energy, or combination thereof, if acquired commencing at an earlier time, could have been reasonably predicted to create a surplus or surpluses in the electric system or systems of such member or members during such period, when added to services, output, capacity, energy, or any combination thereof available to such member or members during such period from facilities owned by such member or members or pursuant to one or more then-existing firm contractual obligations which are not terminable prior to the end of such period without payment of a penalty, or both; or

5. Any combination of the above.

Nothing contained in this paragraph shall prevent such legal entity from selling the output of its ownership interest in any such electric project to any electric utility or foreign public utility as emergency, scheduled maintenance, or economy interchange service.

(e) All obligations and covenants of any such public agency or legal entity, or both, contained in any contract or agreement, which contract or agreement and obligations and covenants are authorized, permitted, or contemplated by this section, shall be the legal, valid, and binding obligations and covenants of the public agency or legal entity undertaking such obligations or making such covenants; and each such obligation or covenant shall be enforceable in accordance with its terms.

(f) When contract payments by any such public agency contracting with any such legal entity or revenues of any such public agency contracting with any other person or persons with respect to an electric project are to be pledged as security for the payment of bonds or other evidences of indebtedness sought to be validated, the complaint for validation may make parties defendant to such action, in addition to the state and the taxpayers, property owners, and citizens of the county in which the complaint for validation is filed, including nonresidents owning property or subject to taxation therein:

1. Every public agency the contract payments of which are to be so pledged.

2. Any other person contracting with such public agency or legal entity, or both, in any manner relating to such electric project, and particularly with relation to any ownership or operation of any electric project; the supplying of electrical energy to such public agency or legal entity, or both; or the taking or purchase of electrical energy from the electric project.

3. The taxpayers, property owners, and citizens of each county or municipality in which each such public agency is located, including nonresidents owning property or subject to taxation therein, and the holders of any outstanding debt obligations of any such public agency or legal entity.

All such parties who are made defendants and over whom the court acquires jurisdiction in such validation proceedings shall be required to show cause, if any exists, why such contract or agreement and the terms and conditions thereof should not be inquired into by the court, the validity of the terms thereof determined, and the matters and conditions which are imposed on the parties to such contract or agreement and all such undertakings thereof adjudicated to be valid and binding on the parties thereto. Notice of such proceedings shall be included in the notice of validation hearing required to be issued and published pursuant to the provisions of paragraph (7)(c); and a copy of the complaint in such proceedings, together with a copy of such notice, shall be served on each party defendant referred to in subparagraphs 1. and 2. who is made a defendant and over whom the court acquires jurisdiction in such validation proceedings. Any person resident of this state or any person not a resident of, or located within, this state, whether or not authorized to transact business in this state, who contracts with any such public agency or legal entity, or both, in any manner relating to such electric project, may intervene in the validation proceedings at or before the time set for the validation hearing and assert any ground or objection to the validity and binding effect of such contract or agreement on his or her own behalf and on behalf of any such public agency and of all citizens, residents, and property owners of the state. No appeal may be taken by any person who was not a party of record in such proceedings at the time the judgment appealed from was rendered. An adjudication as to the validity of any such contract or agreement from which no appeal has been taken within the time permitted by law from the date of entry of the judgment of validation or, if an appeal is filed, which is

confirmed on appeal shall be forever conclusive and binding upon such legal entity and all such parties who are made defendants and over whom the court acquires jurisdiction in such validation proceedings.

(g) Each such public agency or legal entity, or both, which contracts with any other person or persons with respect to the ownership or operation of any electric project, and each such public agency which contracts with any legal entity for the support of, or supply of, power from an electric project, is authorized to pledge to such other person or persons or such legal entity, or both, for the benefit of such electric project all or any portion of the revenues derived or to be derived:

1. In the case of any such public agency, from the ownership and operation of its electric or other integrated utility system; and
2. In the case of a legal entity, from the provision of products and services by it;

and to pledge to such other person or persons or such legal entity, or both, for the benefit of such electric project any securities, contract rights, and other property. Each such legal entity is also authorized to pledge to, or for the benefit of, the holders of any bonds, notes, or other evidences of indebtedness issued by such legal entity, as security for the payment thereof, any revenues, securities, contract rights, or other property. Any such pledge shall specify the priority and ranking of such pledge in respect of other pledges, if any, of the same revenues, securities, contract rights, or other property by such public agency or legal entity. Any pledge of revenues, securities, contract rights, or other property made by any such public agency or legal entity, or both, pursuant to this section shall be valid and binding from the date the pledge is made. The revenues, securities, contract rights, or other property so pledged and then held or thereafter received by such public agency or legal entity, or any fiduciary, or such other person or persons shall immediately be subject to the lien of the pledge without any physical delivery thereof or further act; and the lien of the pledge shall be valid and binding as against all parties having claims of any kind in tort, in contract, or otherwise against the public agency or legal entity making such pledge, without regard to whether such parties have notice thereof. The resolution, trust indenture, security agreement, or other instrument by which a pledge is created need not be filed or recorded in any manner.

(h) Any such legal entity is authorized and empowered to sue and be sued in its own name. In the event that any such public agency or legal entity enters into a contract or an agreement with respect to an electric project located in another state, or owns an interest in an electric project located in another state, an action against such public agency or legal entity may be brought in the federal or state courts located in such state.

(i) The provisions of this subsection shall be liberally construed to effect the purposes hereof. The powers conferred by the provisions of this subsection shall be in addition and supplementary to the powers conferred by the other provisions of this section, by any other general, local, or special law, or by any charter of any public agency. When the exercise of any power conferred on any public agency or any legal entity by the provisions of this subsection would conflict with any limitation or requirement upon such public agency or such legal entity contained in the other provisions of this section, in any other general, local, or special law, except s. [361.14](#), or in the charter of such public agency, such limitation or requirement shall be superseded by the provisions of this subsection for the purposes of the exercise of such power pursuant to the provisions of this subsection.

(j) While any bonds or other evidences of indebtedness issued by any such public agency or any such legal entity pursuant to the authority granted by paragraph (7)(c) or other applicable law remain outstanding, or while any such public agency or any such legal entity has any undischarged duties or obligations under any contract or agreement, including, but not limited to, obligations to any operator or joint owner of any electric project, the powers, duties, or existence of such public agency or such legal entity or of its officers, employees, or agents shall not be diminished, impaired, or affected in any manner which will affect materially and adversely the interests and rights of the owners of such bonds or other evidences of indebtedness or the persons to whom such duties or obligations are owed under such contract or agreement. The provisions of this subsection shall be for the benefit of the state, each such public agency, each such legal entity, every owner of the bonds of each such legal entity or public agency, and every other person to whom such public agency or such legal entity owes a duty or is obligated by contract or agreement; and, upon and after the earlier of the execution and delivery by any public agency or legal entity, pursuant to this section, of any contract or agreement to any person with respect to an electric

project, or the issuance of such bonds or other evidences of indebtedness, the provisions of this subsection shall constitute an irrevocable contract by the state with the owners of the bonds or other evidences of indebtedness issued by such public agency or legal entity and with the other person or persons to whom any such public agency or legal entity owes a duty or is obligated by any such contract or agreement.

(k) The limitations on waiver in the provisions of s. [768.28](#) or any other law to the contrary notwithstanding, the Legislature, in accordance with s. 13, Art. X of the State Constitution, hereby declares that any such legal entity or any public agency of this state that participates in any electric project waives its sovereign immunity to:

1. All other persons participating therein; and
2. Any person in any manner contracting with a legal entity of which any such public agency is a member, with relation to:
  - a. Ownership, operation, or any other activity set forth in sub-subparagraph (b)2.d. with relation to any electric project; or
  - b. The supplying or purchasing of services, output, capacity, energy, or any combination thereof.

(l) Notwithstanding the definition of “electric project” contained in paragraph (3)(d), or any other provision of this subsection or of part II of chapter 361 limiting the parties which may participate jointly in electric projects, any public agency of this state which is an electric utility, or any separate legal entity created pursuant to the provisions of this section, the membership of which consists only of electric utilities, and which exercises or proposes to exercise the powers granted by part II of chapter 361, may exercise any or all of the powers provided in this subsection jointly with any other person with respect to the acquisition, extraction, conversion, use, transportation, storage, reprocessing, disposal, or any combination thereof of any primary fuel or source thereof, as well as any other materials resulting therefrom, only when such primary fuel or source thereof is to be used for the generation of electrical energy in one or more electric projects by such legal entity, any member thereof, or any combination thereof; and, in connection therewith, any such public agency or legal entity shall be deemed to have all the additional powers, privileges, and rights provided in this subsection.

(m) In the event that any public agency or any such legal entity, or both, should receive, in connection with its joint ownership or right to the services, output, capacity, or energy of an electric project, as defined in paragraph (3)(d), any material which is designated by the person supplying such material as proprietary confidential business information or which a court of competent jurisdiction has designated as confidential or secret shall be kept confidential and shall be exempt from the provisions of s. [119.07](#)(1). As used in this paragraph, “proprietary confidential business information” includes, but is not limited to, trade secrets; internal auditing controls and reports of internal auditors; security measures, systems, or procedures; information concerning bids or other contractual data, the disclosure of which would impair the efforts of the utility to contract for services on favorable terms; employee personnel information unrelated to compensation, duties, qualifications, or responsibilities; and formulas, patterns, devices, combinations of devices, contract costs, or other information the disclosure of which would injure the affected entity in the marketplace.

(16)(a) All of the additional powers and authority granted by chapter 82-53, Laws of Florida, to a public agency as defined in paragraph (3)(b), a legal entity created pursuant to the provisions of this section, or both, respecting agreements for participation in electric projects shall apply to any agreement in existence as of March 25, 1982, as well as to any such agreement entered into thereafter; but no additional limitation provided in chapter 82-53 upon any power or authority of any such public agency or legal entity, or both, respecting agreements for participation in electric projects shall apply to any such agreement entered into prior to March 25, 1982.

(b) Chapter 82-53, Laws of Florida, shall be deemed to be enacted for the purpose of further implementing the provisions of s. 10(d), Art. VII of the State Constitution, as amended.

(17) In any agreement entered into pursuant to this section, any public agency or separate legal entity created by interlocal agreement may, in its discretion, grant, sell, donate, dedicate, lease or otherwise convey, title, easements or use rights in real property, including tax-reverted real property, title to which is in such public agency or separate legal entity, to any other public agency or separate legal entity created by interlocal agreement. Any public agency or separate legal entity created by interlocal agreement is authorized to grant such interests in real property or use rights without consideration when in its discretion it is determined to be in the public interest. Real

property and interests in real property granted or conveyed to such public agency or separate legal entity shall be for the public purposes contemplated in the interlocal agreement and may be made subject to the condition that in the event that said real property or interest in real property is not so used, or if used and subsequently its use for such purpose is abandoned, the interest granted shall cease as to such public agency or separate legal entity and shall automatically revert to the granting public agency or separate legal entity.

(18) Any separate legal entity created under subsection (7) which has member public agencies located in at least five counties, of which at least three are not contiguous, may conduct public meetings and workshops by means of communications media technology. The notice for any such public meeting or workshop shall state that the meeting or workshop will be conducted through the use of communications media technology; specify how persons interested in attending may do so; and provide a location where communications media technology facilities are available. The participation by an officer, board member, or other representative of a member public agency in a meeting or workshop conducted through communications media technology constitutes that individual's presence at such meeting or workshop. As used in this subsection, the term "communications media technology" means conference telephone, video conference, or other communications technology by which all persons attending a public meeting or workshop may audibly communicate.

**History.**—ss. 1, 2, ch. 69-42; ss. 11, 18, 35, ch. 69-106; s. 1, ch. 79-24; ss. 1, 2, ch. 79-31; s. 61, ch. 79-40; s. 68, ch. 81-259; ss. 1, 7, 8, ch. 82-53; s. 45, ch. 83-217; s. 21, ch. 85-55; s. 1, ch. 87-9; s. 6, ch. 87-237; s. 46, ch. 88-130; ss. 33, 34, ch. 90-360; s. 83, ch. 91-45; s. 11, ch. 93-51; s. 896, ch. 95-147; s. 45, ch. 96-406; s. 19, ch. 97-236; s. 61, ch. 99-2; s. 23, ch. 99-251; s. 1, ch. 2001-201; s. 72, ch. 2002-295; s. 156, ch. 2003-261; s. 10, ch. 2004-5; s. 1, ch. 2004-336; s. 6, ch. 2006-218; s. 1, ch. 2006-220; s. 1, ch. 2007-1; s. 1, ch. 2007-90; s. 1, ch. 2008-43; s. 1, ch. 2012-164; s. 7, ch. 2018-118; s. 3, ch. 2020-27; s. 2, ch. 2021-206.

**TOWN OF DAVIE  
TOWN COUNCIL AGENDA REPORT**

Item Number: 9.

**To:** Mayor and Councilmembers  
**From:** Allan Weinthal, Esq.  
**Prepared By:** Amanda Cadigan, Paralegal - Town Attorney  
**Subject:** Resolution  
**Affected District:** Town Wide  
**Item Request:** Schedule for Council Meeting

**Title of Agenda Item:** **INTERLOCAL AGREEMENT - A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, APPROVING THE INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND THE TOWN OF DAVIE FOR REGIONAL BIOSOLIDS SOLUTIONS STUDY; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**Executive Summary:** The processing and disposal of domestic wastewater Class B biosolids has been a challenge for utilities in South Florida. As of today, the only solution available to dispose of biosolids is a mixture of land application and landfills. In an effort to combat this issue, Broward County Water and Wastewater Services assembled a group of utilities to explore regional solutions in an effort that a regional approach may achieve multi-jurisdictional public support, thus allowing participating utilities to diversify and decrease the risk associated with management strategies. The Town of Davie was asked to collaborate with Broward County Water and Wastewater Services, Coral Springs Improvement District, and the cities of Cooper City, Fort Lauderdale, Hollywood, Margate, Miramar, Pembroke Pines, Plantation and Sunrise (collectively, the "Biosolids Solutions Working Group") to explore solutions to dispose of biosolids. The purpose of the Study is to provide the Biosolids Solutions Working Group with information concerning the feasibility of constructing a regional biosolids management facility, biosolids processing and disposal, biosolids technologies, process improvements, and holistic alternatives that incorporate sludge treatment, co-treatment of organics, and energy generation and reuse. The Parties are desirous to enter into this Interlocal Agreement to further the Biosolids Solutions Working Group's goals by contributing funds to procure the Study, which will provide information critical to the process of constructing a regional biosolids management facility. If the ILA receives full participation the Town shall expend \$2,570.66 which is 1% of the cost. The cost shall be adjusted to reflect the participation amount.

**Key Points:**

- The processing and disposal of domestic wastewater Class B biosolids has been a challenge for utilities in South Florida.
- As of today, the only solution available to dispose of biosolids is a mixture of land application and landfills. In an effort to combat this issue, Broward County Water and Wastewater Services assembled a group of utilities to explore regional solutions in an effort that a regional approach may achieve multi-jurisdictional public support, thus allowing participating utilities to diversify and decrease the risk associated with management strategies. The Town of Davie was asked to collaborate with Broward County Water and Wastewater Services, Coral Springs Improvement District, and the cities of Cooper City, Fort Lauderdale, Hollywood, Margate, Miramar, Pembroke Pines, Plantation and Sunrise (collectively, the "Biosolids Solutions Working Group") to explore solutions to dispose of biosolids. The purpose of the Study is to provide the Biosolids Solutions Working Group with information concerning the feasibility of constructing a regional biosolids management facility, biosolids processing and disposal, biosolids technologies, process improvements, and holistic alternatives that incorporate sludge treatment, co-treatment of organics, and energy generation and reuse.
- The Parties are desirous to enter into this Interlocal Agreement to further the Biosolids Solutions Working Group's goals by contributing funds to procure the Study, which will provide information critical to the process of constructing a regional biosolids management facility.
- If the ILA receives full participation the Town shall expend \$2,570.66 which is 1% of the cost.
- The cost shall be adjusted to reflect the participation amount.

**Previous Actions:**

**Concurrences:**

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**Fiscal Impact:**

Has request been budgeted?	Yes
If yes expected cost:	\$2,570.66
Account name and number:	400.60.100.536.53107
If no, amount needed:	
Account name funds will be appropriated from	
Additional Comments	Expected cost based upon 100% participation. Authorization not to exceed \$10,000.

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**Recommendation:** Motion to approve

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**Strategic Goals This Item Supports:**

Creating an Environment that is Conducive to Innovation, Creativity, and Collaboration, Nurturing the health, safety, and welfare of the community

**ATTACHMENTS:**

	File Name	Description
□	Resolution_Approving_the_Interlocal_Agreement_with_Broward_County_for_Regional_Biosolids.docx	Resolution
□	Regional_Biosolids_ILA_-_Draft_.pdf	Regional Biosolids ILA DRAFT
□	Florida_Statute_163.01.pdf	FS 163.01