

SUWANNEE VALLEY SOLID WASTE MANAGEMENT ADMINISTRATION
AMENDED AND RESTATED INTERLOCAL AGREEMENT

By and Among

DIXIE COUNTY

JEFFERSON COUNTY

MADISON COUNTY

and

TAYLOR COUNTY

Dated as of June 1, 1991

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**SUWANNEE VALLEY SOLID WASTE MANAGEMENT ADMINISTRATION
AMENDED AND RESTATED INTERLOCAL AGREEMENT**

THIS AMENDED AND RESTATED INTERLOCAL AGREEMENT is made and entered into as of the 1st day of June, 1991, by and among Dixie County, a political subdivision of the State of Florida; Jefferson County, a political subdivision of the State of Florida; Madison County, a political subdivision of the State of Florida; and Taylor County, a political subdivision of the State of Florida, collectively referred to as the "Counties,"

W I T N E S S E T H:

WHEREAS, the Counties, together with Columbia County, Hamilton County, Suwannee County and Lafayette County executed an Interlocal Agreement dated May 23, 1988 and a First Amendment to the Interlocal Agreement establishing the Suwannee Valley Solid Waste Management Administration (the "Administration") dated December 31, 1988; and

WHEREAS, Columbia County, Hamilton County, Suwannee County and Lafayette County withdrew from the Administration through the execution of all parties of a Substitute Interlocal Agreement dated December 31, 1989; and

WHEREAS, the Counties are authorized by Section 163.01, Florida Statutes, to enter into interlocal agreements to cooperatively utilize the most efficient use of their powers on a basis of mutual advantage and to provide services and facilities that will accord best with geographic, economic, population and other factors influencing the needs and development of the region encompassed by the aforesaid Counties; and

WHEREAS, the Counties, public agencies of this State, are authorized to exercise jointly with any other public agency of this State or the United States any power, privilege or authority which such agencies share in common and which each might exercise separately; and

WHEREAS, a regional approach to solid waste management without regard to political or governmental boundaries is necessary in order to promote and protect the public health, welfare and safety of the citizens of the region; and

WHEREAS, Section 403.706, Florida Statutes, requires that a local resource recovery and management program be established by special act of the Legislature or by interlocal agreement; and

WHEREAS, it is in the best interest of the citizens of the Counties that a single entity make certain policies in connection with the providing and the furnishing of solid waste services in the region encompassed by the Counties; and

WHEREAS, since such an entity must have broad powers and responsibilities, it should be composed of members selected by the Boards of County Commissioners of each of the Counties; and

WHEREAS, the Counties have received a commitment from the United States of America, acting through Farmers Home Administration, United States Department of Agriculture (the "FmHA") to fund a loan to finance construction of a solid waste disposal facility for the Administration; and

WHEREAS, it is necessary to amend the Substitute Interlocal Agreement dated December 31, 1989 to secure payment of the loan from the FmHA;

NOW THEREFORE, for and in consideration of the mutual benefits to flow to the Counties and to the citizens residing in each of the Counties, and in consideration of the mutual covenants, promises and agreements herein contained, the Counties hereby agree with each other as follows:

SECTION 1. DEFINITIONS. Whenever used in this Restated Agreement, unless a different meaning clearly appears from the context:

"Administration" means Suwannee Valley Solid Waste Management Administration, the entity which shall administer and/or own the Solid Waste Management System.

"Board" means the Suwannee Valley Solid Waste Management Administration Governing Board, which Board is appointed by the Counties to operate the Administration.

"County Clerk" shall mean the Clerk of the Board of County Commissioners for each County.

"Composting" means a controlled process of degrading yard trash and other Board-approved vegetative waste by micro-organisms which results in a humus material.

"Construction and Demolition Debris" means non-hazardous material generally considered not to be water soluble, including but not limited to steel, concrete, glass, brick, asphalt roofing material, or lumber from a construction or demolition project

including trees and vegetation from land clearing for a construction project. Contamination of construction and demolition debris with any amount of other types of solid waste will cause it to be classified as other than construction and demolition debris.

"Cost of the System" means the capital and other cost of acquiring or constructing the components and facilities of a Solid Waste Management System and includes the cost of all lands, property, rights, easements, and franchises acquired which are deemed necessary for such acquisition and construction, the cost of all machinery and equipment, any financing charges, the funding of any required debt service or renewal and replacement fund, any interest prior to and during construction and for a reasonable period after construction, any engineering and legal expenses, the cost of any plans, specifications, surveys, or estimates of construction costs and of revenues, any other expenses necessary or incident to determining the feasibility or practicability of such acquisition or construction, any administrative expenses, operating expenses and such other expenses as may be necessary or incident to the financing herein authorized, to such acquisition or construction, and to the placing of the Solid Waste Management System or any portion thereof in operation, and the cost of closing the Solid Waste Management System.

"Counties" means Dixie County, Jefferson County, Madison County and Taylor County.

"County" means either Dixie County, Jefferson County, Madison County or Taylor County. For purposes of this Restated Agreement,

any right or power which may be exercised by a County shall be exercised by the Board of County Commissioners of that County.

"County Fiscal Year" shall mean the period commencing on October 1 of each year and continuing through the next succeeding September 30, or such other period as may be prescribed by law as the fiscal year for the Counties.

"County Special Assessment Account" means the account established by each County pursuant to Section 8(F) hereof.

"Debt Service Cost" means the amounts required for the payment of principal of and interest on the FmHA Bonds, including sinking fund or amortization installment deposits required by the resolution authorizing issuance of the FmHA Bonds.

"Debt Service Reserve Amount" means, for each County, an amount equal to 100 percent of such County's portion of the Debt Service Cost for the immediate prior Fiscal Year. During each Fiscal Year, the "Debt Service Reserve Amount" shall be reduced by one-twelfth (1/12th) for each monthly payment of Debt Service Cost actually made to the Administration in respect of such Fiscal Year.

"Executive Director" means the Executive Director of the Suwannee Valley Solid Waste Management Administration, who is the person employed by the Board to direct the Administration's operations, supervise the staff and administrative procedures, carry out the functions, duties and responsibilities assigned by the Board, execute and enforce policies adopted by the Board, hire, appoint and remove such other employees as the Board may authorize.

"FmHA" means the United States of America, acting through Farmers Home Administration, United States Department of Agriculture.

"FmHA Bonds" means a series of Revenue Bonds to be purchased by FmHA pursuant to FmHA's Letter of Conditions dated March 18, 1991.

"Host County" means that county in which the primary solid waste facility is located.

"Member" means an individual serving on the Board.

"Non-Ad Valorem Funds" shall mean all revenues of a County derived from any source whatsoever other than ad valorem taxation on real or personal property, which are legally available to make the payments required herein, but only after provision has been made by the County for the payment of all essential or legally mandated services. "Non-Ad Valorem Funds" shall not be deemed to include the Special Assessments.

"Operating Cost" means the Cost of the System less the Debt Service Cost.

"Person" means an individual, partnership, joint venture, private or public service company, agency, department, or entity of the United States government or of any state government, or any other agency, department or entity, public or private, however organized.

"Recycling" means the removal from the solid waste stream of any materials which have value for reuse or reprocessing. For the purposes of this Restated Agreement recyclables include, but are

not limited to: paper, glass, metals, plastic, reusable construction debris, such as lumber, brick, fixtures and other inert materials.

"Region" means the geographic area encompassed by the Counties.

"Restated Agreement" means this Amended and Restated Interlocal Agreement.

"Revenue Bonds" means taxable or tax exempt bonds or other obligations of the Administration secured by and payable from revenues derived from the rates, fees, charges and other income collected by the Administration from the users of its Solid Waste Management System.

"Solid Waste" means sludge from a waste treatment works, water supply treatment plant, or air pollution control facility or garbage, rubbish, refuse, or other discarded material, including solid, liquid, semisolid, or contained gaseous material resulting from domestic, industrial, commercial, mining, agricultural, or governmental operations. Materials not considered solid wastes for purposes of this Restated Agreement are: hazardous waste; nuclear source or byproduct materials regulated under Chapter 404, Florida Statutes, or under the Federal Atomic Energy Act of 1954 as amended; suspended or dissolved materials in domestic sewage effluent or irrigation return flows, or other regulated point source discharges; regulated air emissions; fluids or wastes associated with natural gas or crude oil exploration or production. Solid waste shall also not include scrap, or new or used material,

separated at the point of generation and held for purposes of recycling, subject to state and local public health and safety laws.

"Solid Waste Management System" means any plant, facility or property and additions, extensions and improvements thereto, at any time constructed or acquired as part thereof, useful or necessary or having the capacity for future use for solid waste management or disposal. It shall also include vehicles used in disposing of solid waste and shall include all real and personal property and any interest therein, rights, easements and franchises of any nature whatsoever, equipment, machinery, furnishings, fixtures and replacements, relating to any such Solid Waste Management System and necessary or convenient for the operation thereof. It shall also include the entire administrative process under which the Administration operates its solid waste facilities.

"Special Assessments" means non-ad valorem assessments imposed by the Counties for the collection and disposal of Solid Waste.

"Tipping Fee" means the charge levied against all users of the Solid Waste Management System on a per unit basis.

"Yard Trash" means vegetative matter resulting from landscaping maintenance or land clearing operations and includes materials such as tree and shrub trimmings, grass clippings, palm fronds, trees and tree stumps.

SECTION 2. PURPOSE OF RESTATED AGREEMENT.

(A) The purpose of this Restated Agreement is:

(1) to replace the Interlocal Agreement dated May 23, 1988, the First Amendment to the Interlocal Agreement establishing the Suwannee Valley Solid Waste Management Administration dated December 31, 1988 and the Substitute Interlocal Agreement dated December 31, 1989; and

(2) to effectively, efficiently and economically dispose of the solid waste generated within the Region and to provide associated services related to solid waste management through the creation of the Administration.

(B) The powers and purposes enumerated in this Restated Agreement constitute proper governmental purposes for the benefit and welfare of the inhabitants of the Region. It is hereby found and declared that in the construction, acquisition, improvement, maintenance and operation of the Solid Waste Management System, either directly or through a franchisee or a licensee, the Administration will be exercising essential and proper governmental functions. It is further found and declared that the construction, acquisition, improvement and operation of said Solid Waste Management System is for the benefit, health and welfare of the citizens of this region in that inefficient and improper methods of managing Solid Waste create hazards to public health, cause pollution of air and water resources, constitute a waste of natural resources, have an adverse effect on land values and create public nuisances.

(C) The Administration shall build, construct or cause to be built or constructed, a Solid Waste Management System which complies with Federal and Florida law.

(D) In addition to disposal of Solid Waste, with Board approval the Administration may contract with individual Counties or cities within those Counties to provide technical assistance and associated Solid Waste services upon request.

(E) Each County agrees that prior to the Solid Waste Management System being built and becoming operational that each County will take and receive the solid waste from any other County executing this Restated Agreement provided that (1) an emergency exists in the county with its current method of solid waste disposal and (2) it needs to transport its solid waste elsewhere. Whether or not an emergency exists will be determined by this Board in its sole and absolute discretion by majority vote.

SECTION 3. MEMBERSHIP, REPRESENTATION AND VOTING.

(A) Two members, both of whom shall be county commissioners, shall be appointed by each County. One member shall be designated as the voting member and the other member shall be designated as the alternate voting member. The alternate voting member may vote only when the voting member is not in attendance at any meeting when a vote is taken.

(B) All decisions of the Board require the affirmative vote of not less than three members.

(C) Each Member shall serve until removed or replaced by his/her respective appointing County.

(D) The initial meeting of the Board shall take place either 45 days from the effective date of this Restated Agreement or at such earlier date as is agreed upon by a majority of the Members. At the initial meeting the Members shall elect a chairman, vice chairman, secretary and treasurer, shall adopt interim operating and parliamentary procedures and shall conduct such other business as is necessary.

(E) Members shall serve without salary. Members may be reimbursed by their individual counties for travel expenses and other expenses incurred in carrying out their duties in the same manner as state employees are reimbursed pursuant to Section 112.061, Florida Statutes.

(F) The Board shall meet as often as it deems necessary to carry out the purposes of this Restated Agreement but in no event less than once every three (3) months. Additional meetings shall be upon call of the chairman or any two (2) Members.

SECTION 4. DURATION, WITHDRAWAL AND TERMINATION.

(A) The Administration shall continue in existence until it is dissolved. Upon three-quarters (3/4) vote of the Counties, assets of the Administration may be sold and the landfill closed. Dissolution shall not occur, however, until the post-closure maintenance and clean-up period has passed. Dissolution shall further be subject to the contractual rights of the holders of any Revenue Bonds, should such Revenue Bonds have been issued. Once Revenue Bonds have been issued the Administration shall continue in existence until all bonded indebtedness authorized by the Board

has been retired and paid in full or defeased under the bond documents.

(B) After execution of this Restated Agreement, no County may withdraw from membership in the Administration without the approval of the Board and subject to conditions imposed by the Board.

(C) In the event there is a complete dissolution of the Administration and such dissolution involves the disposition of the property of the Administration, such property shall be distributed or liquidated so that each participating County at the time of dissolution shall be entitled to a percentage of the proceeds determined as follows:

The Solid Waste delivered to the Solid Waste Management System by the County for each year it participates shall be totalled to reach a figure which shall be divided by the cumulative total of the Solid Waste delivered to the Solid Waste Management System by all Counties for each year of the Administration's existence in which they contributed Solid Waste to the Solid Waste Management System.

SECTION 5. POWERS OF THE ADMINISTRATION.

(A) The Administration shall have and possess all powers and authorities enumerated in Section 163.01, Florida Statutes.

(B) In addition to the Administration's powers as enumerated in Section 163.01, Florida Statutes, the Administration, acting through the Board, shall have the following powers:

(1) To adopt and from time to time thereafter alter, rescind, modify, amend and enforce rules, resolutions, guidelines

and orders necessary for its operation in accordance with Chapter 120, Florida Statutes, and all successor laws. When approved by the Board, such rules shall have the force and effect of law.

(2) To acquire, in its discretion, personal or real property or any interest therein by gifts, lease, eminent domain, or purchase. Any decision to exercise eminent domain power must be approved by a three-quarter (3/4) vote of the Members voting. The Administration may enter upon any land or water for the purpose of making surveys and may exercise the right of eminent domain whenever public necessity or convenience requires in the manner provided by law.

(3) To appoint an Executive Director to be responsible to the Board and who shall serve at its pleasure; to authorize such other employees as may be necessary; to employ or appoint consulting engineers, external auditors, lawyers, and such other consultants as may be required for the operation and management of the Administration and to fix their compensation.

(4) To require surety bonds for any of the officers and employees in such amounts as the Board deems necessary. The premiums for these bonds shall be paid in the same manner as all other operating expenses.

(5) To sue and be sued, implead and be impleaded, complain and defend in all courts.

(6) To make use of the privilege of sovereign immunity in accordance with Section 768.28, Florida Statutes, and all

successor laws as provided by Section 163.01(4), Florida Statutes, and all successor laws.

(7) To adopt, use, and alter a seal.

(8) To acquire, construct, reconstruct, improve, maintain, equip, furnish, and operate at its discretion such Solid Waste Management System as is required to carry out the purposes and intent of this Restated Agreement.

(9) To conduct studies and contract, for such periods as may be determined by the Board, with governmental agencies, public or private corporations, or any other persons to carry out the purposes of this Restated Agreement.

(10) To fix, alter, charge and establish reasonable rates, fee(s), and other charges, including but not limited to Tipping Fee(s), for the Solid Waste Management System, and for any additional services rendered by the Administration. These fees and charges shall be sufficient to cover the entire Cost of the Solid Waste Management System and all costs required by the resolution authorizing the Revenue Bonds. Other services provided to the Counties, individually or collectively, shall be financially self-sufficient and shall not in any way interfere with the primary purpose of the Administration. In this context financially self-sufficient means that the service recipient(s) shall pay for all administrative, operational, direct and indirect costs of the service provided.

(11) To borrow money and issue evidences of indebtedness, accept property, gifts, grants or loans of money from the federal

and state governments and from other sources, public or private, which gifts, loans and grants shall be expended in accordance with the purposes and provisions of this Restated Agreement.

(12) To incur debts, liabilities, and obligations which do not constitute the debts, liabilities or obligations of the Counties.

(13) To grant exclusive or nonexclusive franchises or contractual agreements to persons for the financing, improvements, construction, acquisition, operation, maintenance, or ownership of the Solid Waste Management System, for a term not exceeding 40 years; impose such conditions on said franchises or agreements as shall include, but not be limited to, standards of service, rate regulation, and franchise fees for the privilege of operating under the franchise; provide that the franchise shall have no value as to the unexpired term of the franchise in the event of revocation; provide in such franchise agreement the right of the Administration to acquire the assets of the franchisee by condemnation; and to impose such other conditions on said franchise as shall be reasonable and necessary.

(C) The provisions of this Restated Agreement shall be liberally construed to effect its purpose.

SECTION 6. REVENUE BONDS.

(A) The Administration shall have the power and is hereby authorized to issue Revenue Bonds for the purpose of paying all or part of the Cost of the Solid Waste Management System. Decisions regarding issuance and approval of the sale of Revenue Bonds shall

require a three-quarters (3/4) vote of the Members voting. The issuance of Revenue Bonds shall be authorized by resolution of the Board, which resolution may be adopted at the same regular or special meeting at which the resolution is introduced.

(B) Revenue Bonds may be issued in one or more series and shall bear such date or dates of issuance, bear interest at such rate or rates, not exceeding amounts allowable by general law in effect at the time of the issuance of each series, mature at such time or times, not exceeding 40 (forty) years from their respective date of issuance, be subject to such terms of redemption, with or without premium, be issued in such form, registered or not, with or without interest coupons, entitle the holder thereof to such conversion or registration privileges, be executed in such manner, be in such denomination or denominations, be payable in such medium of payment at such place or places, which may be any bank or trust company within or without the state, have such rank or priority, be secured in such manner, and have such other characteristics as may be provided in the resolution of the Board authorizing their issuance or in such subsequent resolutions as the Board may adopt prior to their issuance.

(C) If any officer whose signature or facsimile of whose signature appears on any Revenue Bonds or coupons ceases to be such officer before the delivery of such bonds, such signature or such facsimile shall nevertheless be valid and sufficient for all purposes as if the officer had remained in office until such delivery.

(D) All Revenue Bonds issued under this Restated Agreement shall have and are hereby declared to be and to have all the qualities and incidents of negotiable instruments under the Uniform Commercial Code-Investment Securities Laws of the State of Florida.

(E) The Administration may sell Revenue Bonds at public or private sale in such manner and for such price or prices as it may determine to be in the best interest of the Administration, but no such bonds shall be sold at a price that will yield to the purchaser thereof income at a rate exceeding the amount allowable by general law in effect at the time of the issuance. If the Revenue Bonds are sold at public sale, then a notice of such sale shall be published once at least 10 (ten) days prior to the date of such sale in a newspaper published and circulating in the Region and in a financial newspaper or journal circulating in New York, New York. The Administration may issue interim bonds, notes, certificates, or receipts, with or without coupons, exchangeable for definitive Revenue Bonds when such bonds have been executed and are available for delivery.

(F) The Board shall fix and revise from time to time the rates, fees or other charges for the services and facilities furnished by the Administration and such rates, fees or other charges shall be so fixed and adjusted as to provide sufficient funds to pay the principal of and interest on all Revenue Bonds issued as the same become due and payable for such purposes, and including the cost of operating, maintaining and repairing the

Solid Waste Management System and all such other payments required by the proceeding providing for the issuance of Revenue Bonds.

(G) The Administration, in the issuance of Revenue Bonds, shall have the authority to pledge all or any part of the revenues derived from the operation of the Solid Waste Management System and shall have the power to determine the rank or priority of such pledge of revenues for any purpose, including different issues of Revenue Bonds, and to grant to the holders of the Revenue Bonds a lien on all or any part of the revenues prior to the use of such revenues for any other purposes.

(H) All revenues received by the Administration shall be deemed to be trust funds to be held and applied as provided in this Restated Agreement. The Board may also provide that each issue of Revenue Bonds or any combined issue of Revenue Bonds may be secured by a trust agreement by and between the Administration and a corporate trustee, which may be any trust company or bank within or without the State. Such trust agreement may pledge or assign the revenues to be received and provide for the rank and priority between different trust agreements for different issues of Revenue Bonds. The resolution or resolutions providing for the issuance of Revenue Bonds or such trust agreements may contain such provisions for protecting and enforcing the rights and remedies of the holders of the Revenue Bonds as may be reasonable and proper, not in violation of law, including covenants setting forth the duties of the Administration relating to the construction, acquisition, improvement, maintenance, operation, repair and cost

of any project or facility as is customary in trust agreements or trust indentures securing bonds or debentures of corporations and may contain such other provisions as the Board may deem reasonable and proper for the security of the holders of such Revenue Bonds.

(I) The Administration is further authorized to issue revenue refunding bonds for the purpose of refunding any Revenue Bonds of the Administration then outstanding, including the payment of any redemption premium thereon and interest accrued or to accrue to maturity or to the prior redemption of such outstanding Revenue Bonds, as the case may be, or for the combined purpose of refunding such outstanding Revenue Bonds and paying the cost of acquisition and/or construction of one or more projects. The issuance of such revenue refunding bonds shall be authorized by resolution of the Board in the same manner as provided in Section 6(A) hereof. Such refunding bonds may be issued to refund such outstanding Revenue Bonds as they mature and become payable, or as they are called for redemption prior to their stated dates of maturity and the Board shall be authorized to invest the proceeds, or part of the proceeds of such refunding bonds, pending the dates of maturity of such outstanding Revenue Bonds or the dates upon which such outstanding Revenue Bonds are to be called prior to their stated dates of maturity, in such lawful securities as the Board shall deem desirable, for the purpose of refunding such outstanding Revenue Bonds in the manner provided for previously in this section.

(J) The Administration shall also have the power to issue notes prior to the issuance of Revenue Bonds but such notes shall mature in not more than five (5) years.

(K) The Administration may further issue bond anticipation notes after the authorization of the issuance of Revenue Bonds in the manner provided in Section 215.431, Florida Statutes.

(L) By entering into this Restated Agreement, and by assumption of their respective obligations set forth herein, each of the Counties shall be deemed to have entered into and received a loan from the Administration within the meaning of Section 163.01(7)(d), Florida Statutes.

SECTION 7. SECURITY FOR FmHA BONDS. The provisions of this Section 7 shall be effective during the entire period the FmHA Bonds remain outstanding.

(A) Within 5 business days of the close of each calendar month, the Administration shall compute the Debt Service Cost and the Operating Cost for such month. The Debt Service Cost and the Operating Cost shall be apportioned among the Counties, based upon the ratio of Solid Waste delivered to the Administration by each County to the aggregate amount of Solid Waste delivered to the Administration by all of the Counties during such month. The Administration shall bill each County for its portion of the Debt Service Cost and the Operating Cost within 5 business days of the close of each calendar month. Amounts due from each County shall be paid to the Administration prior to the first day of the next ensuing calendar month.

(B) Each County's portion of the Debt Service Cost shall be paid to the Administration from the proceeds of Special Assessments.

(C) All money realized by each County from the imposition and collection of the Special Assessments, as required by Section 8 hereof, shall be deposited into a separate account established by each County pursuant to this Agreement (the "County Special Assessment Account"). Amounts on deposit in each County Special Assessment Account shall be used to pay such County's portion of the Debt Service Cost. No disbursement shall be made from a County Special Assessment Account which would cause the balance therein to be reduced to an amount less than the Debt Service Reserve Amount.

(D) Each County hereby agrees not to enter into any contract or contracts, nor take any action, the results of which might impair the rights of the holders of the FmHA Bonds and will not permit the operation of any competing solid waste disposal facilities within such respective County.

SECTION 8. SPECIAL ASSESSMENTS. The provisions of this Section 8 shall be effective during the entire period the FmHA Bonds remain outstanding.

(A) Each County covenants and agrees to impose Special Assessments for each County Fiscal Year, commencing with the County Fiscal Year commencing on October 1, 1991, in amounts at least sufficient to pay its portion of the Debt Service Cost for such County Fiscal Year.

(B) Each parcel of property subject to a Special Assessment must derive a special benefit from the County's solid waste collection and disposal system; the cost of the County's solid waste collection and disposal system shall be fairly and reasonably apportioned among the properties receiving the special benefit.

(C) Special Assessments shall become a lien against homestead property as permitted in Article X, Section 4 of the Florida Constitution and shall be collected on the ad valorem tax bill in accordance with the provisions of Sections 197.363, 197.3631 and 197.3632, Florida Statutes, and any successor provisions thereto. Each County covenants and agrees to perform all acts necessary for compliance with such provisions.

(D) Prior to the issuance of the FmHA Bonds, each Clerk shall provide to the Administration: (1) a certificate evidencing compliance with the requirements of Section 8(A) hereof and (2) an opinion of counsel evidencing compliance with the requirements of Sections 8(B) and (C) hereof.

(E) The Administration may contract with each County to collect Tipping Fees for Solid Waste delivered to the Solid Waste Management System which is generated by properties not subject to a Special Assessment. Any such contract may provide that Tipping Fees collected be applied to such County's portion of the Operating Cost.

(F) If any Special Assessment shall be either in whole or in part annulled, vacated or set aside by the judgment of any court, or if any County shall be satisfied that any Special Assessment

within such County is so irregular or defective that the same cannot be enforced or collected, or if any County shall have omitted to make such Special Assessment when it might have done so, such County shall either (1) take all necessary steps to cause a new Special Assessment to be made against any property benefited by the Solid Waste Management System, or (2) in its sole discretion, make up the amount of such Special Assessment from legally available moneys, which moneys shall be deposited or credited to the County Special Assessment Account (hereinafter defined). In case such second Special Assessment shall be annulled, said County shall obtain and make other Special Assessments until a valid Special Assessment shall be made.

SECTION 9. COVENANT TO BUDGET AND APPROPRIATE. Each County covenants and agrees to appropriate in its annual budget, by amendment, if necessary, from Non-Ad Valorem Funds lawfully available in each County Fiscal Year, amounts sufficient to meet its obligations under Section 7 hereof. This covenant and agreement on the part of the County to budget and appropriate such amounts of Non-Ad Valorem Funds shall be cumulative to the extent not paid, and shall continue until such Non-Ad Valorem Funds or other legally available funds in amounts sufficient to make all such required payments shall have been budgeted, appropriated and actually paid. Notwithstanding the foregoing covenant of the Issuer, the Counties do not covenant to maintain any services or programs, now provided or maintained by the Counties, which generate Non-Ad Valorem Funds.

This covenant to budget and appropriate does not create any lien upon or pledge of such Non-Ad Valorem Funds, nor does it preclude each County from pledging in the future its Non-Ad Valorem Funds, nor does it require the Counties to levy and collect any particular Non-Ad Valorem Funds, nor does it give the Administration a prior claim on the Non-Ad Valorem Funds as opposed to claims of general creditors of the Counties. This covenant to appropriate Non-Ad Valorem Funds is subject in all respects to the payment of obligations secured by a pledge of such Non-Ad Valorem Funds heretofore or hereinafter entered into (including the payment of debt service on bonds and other debt instruments). However, the covenant to budget and appropriate in its general annual budget for the purposes and in the manner stated herein shall have the effect of making Non-Ad Valorem Funds available for the payment of amounts required by Section 7 hereof, in the manner described herein and placing on each County a positive duty to appropriate and budget, by amendment, if necessary, amounts sufficient to meet its obligations hereunder; subject, however, in all respects to the restrictions of Section 129.07, Florida Statutes, which provides that the governing body of each county make appropriations for each fiscal year which, in any one year, shall not exceed the amount to be received from taxation or other revenue sources; and subject, further, to the payment of services and programs which are for essential public purposes affecting the health, welfare and safety of the inhabitants of the Counties or which are legally mandated by applicable law.

The provisions of this Section 9 shall be effective during the entire period the FmHA Bonds remain outstanding.

SECTION 10. GENERAL FINANCIAL PROVISIONS.

(A) The fiscal year of the Administration shall be the County Fiscal Year.

(B) The Board shall adopt an annual budget to take effect on October 1 of each year.

(C) The Board shall secure an annual external audit by a qualified certified public accountant with copies of the audit report being made available to all the Counties.

(D) The Counties shall contribute funds in proportion to the estimates of Solid Waste generation made by the consulting firm of Camp, Dresser and McKee, Inc. in its plan titled "North Central Florida Comprehensive Regional Solid Waste Management Master Plan" dated December, 1987 in an amount deemed necessary by the Board until the Solid Waste Management System becomes operational and begins generating revenue.

(E) Upon the request of any County the Administration may levy a surcharge in an amount to be determined by the County on that County's Tipping Fee. All funds so collected, less any costs incurred by the Administration in their collection, shall be forwarded to the County on a monthly basis.

AMOUNT OF SURCHARGE BESTER

SECTION 11. FLOW CONTROL.

(A) The Counties agree that if a Solid Waste Management System is constructed the Administration shall have exclusive control over the disposal of Solid Waste collected within their

respective unincorporated areas and in the incorporated areas where each County has assumed control of solid waste disposal. Once collection procedures are established in any County they shall not be lessened or eliminated. Within 180 days of receipt of a written request by the Administration each County shall institute, by ordinance, enforceable measures sufficient to ensure the delivery of all Solid Waste collected, as more specifically set forth in the first sentence of this paragraph, with the following exceptions:

- (1) Construction and Demolition Debris.
- (2) Solid Waste used for Recycling or Composting.
- (3) Yard Trash.
- (4) White goods as defined in Rule 17-701.020(73)

Florida Administrative Code.

(B) No Solid Waste shall be delivered or accepted by the Solid Waste Management System except that Solid Waste generated within the region. Solid Waste from outside the region shall not be delivered or accepted by the Solid Waste Management System unless it has been approved by the Host County and by the Administration.

(C) Each County agrees to pay or cause to be paid the Tipping Fees as set by the Administration.

(D) Each County, except the Host County, agrees to equalize the transportation costs associated with hauling the solid waste from one point designated in each county to the primary solid waste facility. Each County, except the Host County, will contribute the necessary funds to the Administration in order to accomplish

the equalized transportation costs. The amount to be contributed by each County, except the Host County, will be determined by the Administration. In no event, however, shall Taylor County be required to pay in excess of \$44,000.00 nor shall Jefferson County be required to pay in excess of \$25,000.00 annually. These amounts may be adjusted annually, consistent with increases in the Consumer Price Index, commencing October 1, 1989.

(E) In the event that the Administration provides additional services other than solid waste disposal to any County, then that County shall be billed separately for such services.

SECTION 12. EMERGENCY SITUATION.

In the event a County invokes the emergency provision set forth in Section 2(E) hereof and the Board declares that an emergency does exist and one County is hauling and transporting its solid waste to another county's solid waste facility, the County providing Solid Waste agrees to the following:

(A) That it will comply with all ordinances and regulations of the receiving County together with all state and federal statutes and regulations as well as any and all orders of the State of Florida Department of Environmental Regulation or its successor agency as they apply or might apply to the receiving County.

(B) That it will obtain, at its cost, all permits from all appropriate agencies.

(C) That it will deliver to the solid waste facility only such Solid Waste as the facility is accepting from other sources at the time of the emergency.

(D) That in the event any liability arises as a result of this emergency that:

(1) The County providing waste is liable for all damage attributable to it.

(2) If the damage is not solely attributable to its action or inaction, then the liability of the County providing waste shall equal the ratio of the amount of Solid Waste it delivered to the landfill site divided by the total Solid Waste delivered to the landfill site during the same time period.

(3) This provision shall only be effective if the liability is attributable to that part of the Solid Waste facility to which the County providing Solid Waste delivered its Solid Waste.

(E) That it will be responsible to pay any additional costs incurred by the receiving County which are solely attributable to its delivery of Solid Waste to the receiving County.

SECTION 13. EXECUTION, RECORDING AND EFFECTIVE DATE.

(A) This Restated Agreement may be simultaneously executed in several counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.

(B) At such time as this Restated Agreement has been fully executed it shall be recorded with the Clerk of the Circuit Court in each County.

(C) The effective date of this Restated Agreement shall be the latest date upon which it is recorded with the Clerks of the Circuit Court of the Counties in which it must be recorded.

(D) The effective date of this Restated Agreement shall be June 1, 1991, from which date forward this Restated Agreement shall in all ways replace the Interlocal Agreement dated May 23, 1988, the First Amendment to the Interlocal Agreement dated December 31, 1988 establishing the Suwannee Valley Solid Waste Management Administration and the Substitute Interlocal Agreement dated December 31, 1989.

SECTION 14. AMENDMENTS.

(A) Amendments to this Restated Agreement may be proposed by any of the Counties.

(B) No amendment shall occur unless it is agreed upon by three-quarters (3/4) of all of the Counties.

(C) No amendment shall be effective until it is executed and recorded in the same manner as the original Restated Agreement.

SECTION 15. COVENANT OF FURTHER ASSURANCES.

The Counties agree that from the effective date of this Restated Agreement, each will, upon the request of the Administration, execute and deliver such other documents and instruments and take such other actions as may be reasonably required to carry out the purpose and intent of this Restated Agreement.

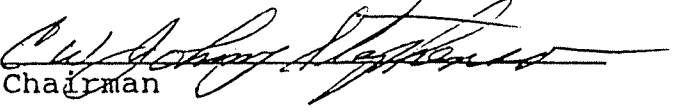
SECTION 16. DEFAULT. If any of the Counties fail to keep and perform each and every one of the covenants hereby agreed upon, then and in that event, the Administration, upon thirty (30) days written notice to the nonconforming County and upon the failure of the County to regain compliance within such period, may institute and maintain an action in a Court of competent jurisdiction for damages, specific performance, or injunctive relief. Additionally, the prevailing party in any litigation instituted under this Restated Agreement shall be entitled to recover from the other party all costs of such litigation including attorney's fees both at the trial level and on appeal.

SECTION 17. SEVERANCE. If any provision of this Restated Agreement shall be held or deemed to be or shall, in fact, be illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever.

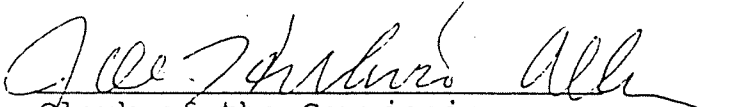
SECTION 18. COUNTERPARTS. This Restated Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

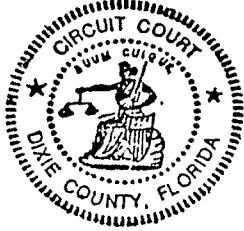
IN WITNESS WHEREOF, the Board of County Commissioners of Dixie County, the Board of County Commissioners of Jefferson County, the Board of County Commissioners of Madison County, and the Board of County Commissioners of Taylor County have entered into this Restated Agreement and have caused it to be executed by their duly authorized officers.

DIXIE COUNTY
A Political Subdivision of the
State of Florida

By: 
Chairman

ATTEST:


Clerk of the Commission
(Seal)



JEFFERSON COUNTY
A Political Subdivision of the
State of Florida

By: Clifford Brown
Chairman

ATTEST:

Edward B. Hawkins
Clerk of the Commission
(Seal)

MADISON COUNTY
A Political Subdivision of the
State of Florida

By: Walter J. Jones
Chairman

ATTEST:

Alfred F. K. [Signature]
Clerk of the Commission
(Seal)

TAYLOR COUNTY
A Political Subdivision of the
State of Florida

By: D. Herbert Hendry
Chairman

ATTEST:

William M. LaVelle
Clerk of the Commission
(Seal)