

RESOLUTION NO. 22-21

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF COOPER CITY, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS OF THE CITY OF COOPER CITY TO EXECUTE THE THIRD AMENDMENT TO SETTLEMENT AGREEMENT WITH BROWARD COUNTY, FLORIDA AND THE SETTLING MUNICIPALITIES PERTAINING TO THE CITY OF SUNRISE, ET AL., VS. BROWARD COUNTY, 17TH JUDICIAL CIRCUIT COURT CASE NO.: 013-015660, ATTACHED HERETO AS EXHIBIT “A” AND INCORPORATED HEREIN; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on April 28, 2015, the City Commission of the City of Cooper City (“City”) adopted Resolution No. 15-4-4, thereby approving the settlement agreement (“Original Agreement”) between the participating municipalities, including Cooper City, and Broward regarding the settlement of the lawsuit styled as *City of Sunrise, et al, v. Broward County* (Case No. 013-015660); and`

WHEREAS, the parties to the Original Agreement now seek to further amend the agreement in accordance with the Third Amendment attached hereto as Exhibit “A,” and incorporated herein; and

WHEREAS, the City Commission of the City of Cooper City deems it to be in the best interests of the citizens and residents of the City to enter into the Third Amendment to Settlement Agreement with Broward County and the Settling Municipalities.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF COOPER CITY, FLORIDA, THAT:

Section 1. The “WHEREAS” clause set forth above is true and correct and incorporated herein by this reference.

Section 2. The City Commission of the City of Cooper City hereby approves the terms and conditions of the Third Amendment to Settlement Agreement with Broward County and the Settling municipalities, attached hereto as Exhibit “A” and incorporated herein; said Agreement having been submitted for consideration to the City Commission in written form, a copy of which is attached hereto and made a part hereof.

Section 3. The proper City Officials of the City of Cooper City are hereby authorized and directed to execute said Third Amendment and to take any other action necessary to effectuate the intent of this resolution.

Section 4. All Resolutions or parts of Resolutions in conflict herewith, be and the same are repealed to the extent of such conflict.

Section 5. If any section, sentence, clause or phrase of this Resolution is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Resolution.

Section 6. This resolution shall become effective upon its passage and adoption by the City Commission.

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PASSED AND ADOPTED THIS _____ DAY OF _____, A.D., 2022.

GREG ROSS
Mayor

ATTEST:

TEDRA ALLEN, CMC
City Clerk

ROLL CALL

Mayor Ross _____
Commissioner Shrouder _____
Commissioner Green _____
Commissioner Meltzer _____
Commissioner Pulcini _____

APPROVED AS TO LEGAL FORM:

JACOB G. HOROWITZ
City Attorney

**THIRD AMENDMENT TO SETTLEMENT AGREEMENT
BETWEEN BROWARD COUNTY AND SETTLING MUNICIPALITIES**

This is a Third Amendment (“Third Amendment”) to the Settlement Agreement by and between Broward County, Florida, a political subdivision of the State of Florida (“County”), and the Cities of Sunrise, Weston, Hollywood, Fort Lauderdale, Lauderhill, Lighthouse Point, Tamarac, Plantation, Coconut Creek, Deerfield Beach, Miramar, Margate, Cooper City, North Lauderdale, Coral Springs, and Wilton Manors, and the Towns of Lauderdale-By-The-Sea, Davie, Southwest Ranches, and Hillsboro Beach, and the Village of Sea Ranch Lakes (each individually, a “Settling Municipality”; and collectively, the “Settling Municipalities”) (each of the foregoing is sometimes referred to as a “Party” or collectively as the “Parties”).

RECITALS

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

B. The Original Settlement Agreement provided for the County and the Settling Municipalities to sell the parcel of land known as Alpha 250, as further described in the Original Settlement Agreement (“Alpha 250”).

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

D. Subsequent to the effective date of the Settlement Agreement, the Parties entered into two amendments thereto, extending the sale date of Alpha 250 through and including October 11, 2022 (the Original Settlement Agreement and two amendments thereto are collectively referred to as the “Settlement Agreement”).

E. In late 2019, the County, the Settling Municipalities, and other municipalities established a Solid Waste Working Group (“SWWG”), a group of elected municipal and county officials, to jointly develop recommendations for a regional solid waste management system based on shared principles and commitments, including a mutually agreed governance structure.

F. The County and the Settling Municipalities desire to further amend the Settlement Agreement to extend the Sale Delay Period for Alpha 250 and provide the SWWG additional time to conduct its work.

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

1. The above Recitals are true and correct and are incorporated herein by reference. All capitalized terms not expressly defined within this Third Amendment shall retain the meaning ascribed to such terms in the Settlement Agreement.

2. Notwithstanding any provision to the contrary in the Settlement Agreement, the Parties hereby agree to extend the Sale Delay Period (as defined in the Settlement Agreement) until October 11, 2023. The Sale Delay Period may be further extended for up to three (3) additional periods, each for up to one (1) year, provided that any such additional extension be approved in writing by the County Administrator on behalf of County, and the Mayors of the Cities of Coconut Creek, Fort Lauderdale, Hollywood, Miramar, Sunrise, and Weston (collectively, the "Mayors"), on behalf of the Settling Municipalities.

3. This Third Amendment shall be approved by the Parties in the following manner:

a. Once executed by the County Administrator, this Third Amendment shall be presented for approval at public Commission/Council meetings at each of the Settling Municipalities and Consenting Municipalities (County shall communicate this requirement to the Consenting Municipalities).

b. By October 7, 2022, this Third Amendment shall: (1) be approved and executed by all Settling Municipalities; and (2) be consented to by each of the Consenting Municipalities either through a separate written instrument between County (by and through the County Administrator) and each of the Consenting Municipalities in which each of the Consenting Municipalities agrees to the terms of the Third Amendment, or a resolution adopted by the Commissions/Councils of the Consenting Municipalities agreeing to the terms of this Third Amendment.

The October 7, 2022, deadline may be extended by the County Administrator and five (5) of the Mayors listed in paragraph 2 above for: (i) up to an additional twenty-one (21) days for any reason or (ii) up to an additional forty-five (45) days provided at least two-thirds (2/3) of the Settling Municipalities have approved this Third Amendment.

4. This Third Amendment shall be effective on the date of the last approval and execution of this Third Amendment by a Settling Municipality, or the date of the last execution of a written instrument reflecting the consent of a Consenting Municipality, whichever occurs last.

5. Except as otherwise revised in this Third Amendment, the terms and conditions of the Settlement Agreement shall remain in full force and effect. In the event of any conflict or ambiguity between this Third Amendment and the Settlement Agreement, the Parties agree that this Third Amendment shall control. The Settlement Agreement, as amended herein by this Third Amendment, incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein, and the Parties agree that there are no commitments, agreements, or understandings concerning the subject matter hereof that are not contained in the Settlement Agreement as amended in this Third Amendment. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

6. The preparation of this Third Amendment has been a joint effort of the Parties and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against any Party. In the event a portion of this Third Amendment is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective and the Parties (and all Consenting Municipalities) agree to negotiate in good faith to modify that portion of this Third Amendment in a manner designed to effectuate the original intent of the Parties.

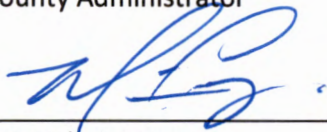
7. This Third Amendment may be executed in multiple originals, and may be executed in counterparts, whether signed physically or electronically, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement

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IN WITNESS WHEREOF, the Parties have made and executed this Third Amendment to the Settlement Agreement on the respective dates under each signature: BROWARD COUNTY, signing by and through its County Administrator, duly authorized to execute same by Board action on the 14th day of June, 2022, and each of the Settling Municipalities, signing by and through their respective Mayors or other representatives duly authorized to execute same.

COUNTY

BROWARD COUNTY, by and through
its County Administrator

By 
County Administrator

16th day of June, 2022

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: 2022.06.16 15:18:04 -04'00'
Matthew Haber (Date)
Assistant County Attorney

MH/tb
Third Amendment to Settlement Agreement
06/01/22

**THIRD AMENDMENT TO SETTLEMENT AGREEMENT
BETWEEN BROWARD COUNTY AND SETTLING MUNICIPALITIES**

SETTLING MUNICIPALITY

ATTEST:

MUNICIPALITY: Cooper City

Municipal Clerk

By: _____
Mayor/Authorized Representative

Greg Ross, Mayor

Print Name/Title

____ day of _____, 20__

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

Municipal Attorney