

SECOND AMENDMENT TO
THE NEW RIVER SOLID WASTE ASSOCIATION
INTERLOCAL AGREEMENT

THIS AMENDMENT to the NEW RIVER SOLID WASTE ASSOCIATION AGREEMENT is made this 20 day of March, 2012, by and between Baker County, a political subdivision of the State of Florida, Bradford County, a political subdivision of the State of Florida, and Union County, a political subdivision of the State of Florida, hereinafter collectively referred to as the "member Counties."

WITNESSETH:

WHEREAS, the member Counties entered into an Interlocal Agreement creating the New River Solid Waste Association on July 5, 1988, and subsequently amended certain sections of their interlocal agreement on May 19, 1997; and

WHEREAS, the interlocal agreement creating the NEW RIVER SOLID WASTE ASSOCIATION does not specifically address how host fees should be divided between participating Counties; and

WHEREAS, it has been the practice of the New River Solid Waste Association to annually budget for host fees to member Counties; and

WHEREAS, the interlocal agreement creating the NEW RIVER SOLID WASTE ASSOCIATION does not specifically address how liabilities and unfunded long-term care costs will be funded if the Association does not have sufficient cash or investments at the time of site closure or dissolution of the Association; and

WHEREAS, the member Counties have concluded that equity and justice requires that both assets and liabilities of the Association be handled in identical manners.

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

1. Section 4, paragraph 2 of the NEW RIVER SOLID WASTE ASSOCIATION INTERLOCAL AGREEMENT dated July 5, 1988, is hereby deleted and the following language is substituted for said paragraph and shall constitute the new Section 4 (2) of the agreement:

2. In the event there is a complete dissolution of the Association and such dissolution involves the disposition of assets or property of the Association, such assets and property shall be distributed or liquidated so that each county receives an equal share of the net assets and property. If there continues to be three (3) participating Counties at time of dissolution, then each of the Counties shall receive a one-third (33.333%) share of the net assets and property of the Association.

2. Section 4 of the NEW RIVER SOLID WASTE ASSOCIATION INTERLOCAL AGREEMENT dated July 5, 1988, is hereby amended to add the following provisions following paragraph 2 of the agreement and which shall be designated as Section 4 (3):

3. In the event that the Association does not have sufficient cash, investments, or other assets with which to sufficiently fund long-term care costs, then all such expenses and continuing liabilities of the Association shall be divided equally between all Counties who have been members of the New River Solid Waste Association. If there have been only three (3) participating member Counties at time of closure or dissolution, then each County shall be responsible for and shall pay one-third (33.333%) of such costs and expenses.

3. Section 5 of the NEW RIVER SOLID WASTE ASSOCIATION INTERLOCAL AGREEMENT dated July 5, 1988, is amended to add the following paragraph to Section 5 of the agreement and which shall hereafter be designated as Section 5 (N):

(N) Union County shall receive \$100,000 host fees annually for the duration of the Alachua-NRSWA interlocal agreement. Any and all other host fees approved by the board shall be equally distributed between all then current member Counties.

4. These amendments to the NEW RIVER SOLID WASTE ASSOCIATION INTERLOCAL AGREEMENT shall become effective upon approval and execution by each of the three member Counties.

5. Except as specifically amended by this agreement, all provisions of the NEW RIVER SOLID WASTE ASSOCIATION INTERLOCAL AGREEMENT dated July 5, 1988, and the First Amendment to the NEW RIVER SOLID WASTE ASSOCIATION INTERLOCAL AGREEMENT, dated May 19, 1997, shall remain in full force and effect.

ATTESTED TO:
Marlene Stephens
Clerk to the Commission

By [Signature] Chairman
Approved and Agreed to by
Bradford COUNTY, FLORIDA,
the 2nd day of March, 2012.

ATTESTED TO:
Al Fraser
Clerk to the Commission

By [Signature] Chairman
Approved and Agreed to by
Baker COUNTY, FLORIDA,
the 3rd day of March, 2012.

ATTESTED TO:
Regina H. Parish
Clerk to the Commission

By [Signature] Chairman
Approved and Agreed to by
UNION COUNTY, FLORIDA,
the 20 day of March, 2012.