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LEE CO. CONTRACT NO. C90 0406

INTERLOCAL AGREEMENT
FOR SOLID WASTE DISPOSAL

This Interlocal Agreement is made and entered into this 13th day of Feb., 1991, by and between Lee County, a political subdivision of the State of Florida, and Hendry County, a political subdivision of the State of Florida.

WITNESSETH

WHEREAS, County governments under Chapter 125, Part I, Chapter 403, Part IV, and Chapter 163, Florida Statutes, and Chapter 85-447, Laws of Florida, Special Acts of 1985, collectively "The Act", are vested with the authority, and charged with the obligation to provide necessary public services to insure the public health, welfare and safety within their boundaries; and,

WHEREAS, the parties to this Agreement are non-charter counties and political subdivisions of the State of Florida; and,

WHEREAS, disposal of solid waste is one of the County's obligations to provide for the public health and welfare; and,

WHEREAS, both Lee and Hendry Counties are experiencing finite limitations with their respective sanitary landfills; and,

WHEREAS, The Act empowers and encourages County governments to develop, implement and utilize efficient and environmentally acceptable solid waste management programs, to include regional-type disposal systems by interlocal or intergovernmental agreements; and,

WHEREAS, Florida Statutes also empowers and encourages County governments to develop, implement and utilize efficient and environmentally acceptable resource recovery systems for the responsible management of air, water and land resources; and,

WHEREAS, both the Lee County and the Hendry County Comprehensive Plans encourage more efficient, effective and environmentally acceptable methods for the disposal of solid waste; and,

WHEREAS, both Lee County and Hendry County desire to enter into an Interlocal Agreement and cooperate in the development, implementation and operation of a solid waste disposal program, to include the use of a resource recovery system; and,

WHEREAS, both Lee County and Hendry County find that it is in the best public interest and to the public benefit that Lee and Hendry Counties enter into this Interlocal Agreement for the development, implementation and operation of such a combined solid waste disposal program; and,

WHEREAS, it has become desirable for the parties to enter into a new agreement which recognizes subsequent events and makes certain changes to the definitions and terms of the

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previous Interlocal Agreements between the parties dated October 17, 1989 and April 11, 1990;

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING, AND THE MUTUAL COVENANTS AND PROMISES CONTAINED HEREIN, LEE COUNTY AND HENDRY COUNTY HEREBY AGREE AS FOLLOWS:

DEFINITIONS

0.1 As used in this Agreement, unless the context clearly indicates otherwise, all terms herein that are defined in Section 403.703, Florida Statutes, shall be given the meaning as defined therein.

0.2 As used in this Agreement, unless the context clearly indicates otherwise, the term:

"Ash" means the material including, but not limited to, fly ash, bottom ash and siftings, that remain after solid waste has been processed at a resource recovery facility and any recovered materials have been removed.

"Class III Solid Waste Disposal System" means a Class III landfill as described in Rule 17-701.050, Florida Administrative Code.

"Tipping Fee" means the charge for disposing of solid waste at a solid waste disposal facility or resource recovery facility under this Agreement. For waste generated in Hendry County, the tipping fee shall include the cost of transferring the solid waste from a transfer station to that facility.

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LEE COUNTY OBLIGATIONS

Disposal Site

1.1 Lee County, or its agents or designees, shall acquire, own, permit, develop, operate and maintain land within Hendry County, consisting of 1734± acres, lying in Sections 4, 9 and a portion of 16, Township 45S, Range 28E, Hendry County, Florida, (hereinafter: "Disposal Site") as the combined Solid Waste Disposal Site for both Lee and Hendry Counties.

Facilities Covered by Agreement

1.2(a) Lee County shall obtain all necessary permits for, construct and operate the following solid waste facilities:

1. A Class I solid waste disposal facility for waste generated in both counties;
2. An ash landfill for bottom-ash, fly-ash and siftings from the resource recovery facility for solid waste generated in both counties;
3. A Class III solid waste disposal facility for waste generated in both counties;
4. A resource recovery facility for waste generated in both counties;
5. A materials recycling facility or facilities for solid waste generated in both counties;
6. A sludge disposal and composting facility or facilities for waste generated in both counties;

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7. A used tire and white goods disposal facility or facilities;
 8. Not more than two transfer stations within Hendry County for the transfer of waste generated in Hendry County; and
 9. Such ancillary property and facilities as are necessary for the efficient and proper operation of a complete solid waste disposal system for both counties.
- (b) The ash landfill, Class I and Class III solid waste disposal facilities referred to in subsection (a) shall be located at the Disposal Site. The resource recovery facility shall be located at the Disposal Site or at a site located in Lee County. The transfer stations referred to in subsection (a) 8. shall be located at sites designated by Hendry County. The other facilities referred to in subsection (a) may be located at the Disposal Site or at a site or sites designated by Agreement of both counties. Hendry County shall not unreasonably withhold Agreement for sites selected in Lee County.
- (c) The proposed location of the resource recovery facility on property in Lee County generally described as:

Parcel "C"

A tract or parcel of land lying in Sections 24 and 25, Township 44 South, Range 25 East, Lee County, Florida,

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shall be deemed by Hendry County to be in compliance with this Section.

Responsibilities for Construction, Operation, and Closure

- 1.3(a) Lee County, or its agents or designees, shall be the owner of the Disposal Site and of the facilities established under this Agreement.
- (b) Lee County shall pay all costs and expenses for the purchase, permitting, construction, operation and closure of the land, equipment and facilities established under this Agreement, except such costs and expenses that are specifically required for Hendry County by this Agreement.
- (c) Lee County shall be solely responsible for the design, construction and operation of the facilities established under this agreement and the solid waste management program for both counties, subject to the terms and exceptions of this Agreement.
- (d) Lee County shall construct, operate, and cause the closure of the facilities set forth in paragraph 1.2(a) above in a manner which, in conjunction with the existing facilities in both counties, will allow Lee County and Hendry County to comply with the requirements of Chapter 403, Florida Statutes, pertaining to recycling and solid waste management, and with the requirements of all applicable local, state and federal statutes, rules, procedures and

permits pertaining to the construction, operation and closure of solid waste disposal facilities and solid waste management programs.

- (e) Upon specific requests by Lee County, Hendry County shall use its power of eminent domain to obtain real property in Hendry County for the Disposal Site, facilities, and roadways necessary to construct and operate the facilities established under this Agreement. Lee County shall pay all costs and judgments of such condemnation proceedings and shall reimburse Hendry County for reasonable attorney fees and costs which are incurred by Hendry County as the result of a request under this subsection. Upon receipt of payment for all such costs, Hendry County shall convey all of its title in property, other than roadways, obtained under this paragraph to Lee County.

Class I and Ash Landfills

- 1.4 The Class I solid waste disposal facility and the ash landfill established at the Disposal Site shall each be constructed with a minimum of two (2) impervious bottom liners with a minimum of 60 millimeter thickness per liner, and each shall have a leachate collection and treatment system. A methane gas recovery system may be included upon further Agreement of the parties.

Transfer Stations

- 1.5 Each transfer station established under this Agreement shall have separate receptacles for Class I and Class III

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solid wastes and shall include a truck scale. The transfer stations shall be completed and operational upon the opening of the Class I and Class III solid waste disposal facilities at the Disposal Site or upon the closure of the Hendry County Pioneer Plantation Solid Waste Disposal Facility, whichever first occurs.

Resource Recovery Facility

1.6 Lee County shall use its resources and best effort to complete construction and begin operation of the resource recovery facility within 60 months from the opening date of the Class I solid waste disposal facility at the Disposal Site. In the absence of any culpable action or inaction by Lee County or its agents or designees which would contribute to any delay, failure to commence operation of the resource recovery facility within the 60 months shall not be considered a breach of this Agreement.

Additional Lands

1.7 Lee County shall pay all costs and expenses for the acquisition of any additional lands adjacent or proximate to the disposal site which may be required for the efficient and environmentally responsible operation of the disposal site.

Disposal Site Access Roads

1.8 (a) Lee County shall acquire, design, construct, and maintain a paved Disposal Site access route within Hendry County for the transportation of solid waste and/or

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resource recovery by-products to the Disposal Site. Such route shall consist of approximately nine (9) miles of Church Road from State Road 82 to the Disposal Site, and thence east to State Road 29. If approved by Hendry County, Lee County shall have the right to determine, select and develop an alternate alignment of such Disposal Site access route.

(b) Subsequent maintenance costs for the above Disposal Site access route shall be funded by Lee County for the first ten (10) years of operation of the Disposal Site. Beginning with the eleventh (11th) year of operation of the Disposal Site, maintenance costs for the Disposal Site access route shall be included as a cost of the operation of the Disposal Site until closure of the Disposal Site.

Changes in Technology

1.9 Lee County shall assume all responsibility and liability for any changes in the operation of the Disposal Site and the facilities thereon as the result of any changes in technology, which by permit, law, statute or rule of any federal, state or local government or their agencies, mandates that such changes be implemented at any of the facilities at the Disposal Site.

Resource Recovery Facility Not Constructed

1.10 In the event that the Resource Recovery Facility portion of the Solid Waste Management Program as described herein is abandoned by Lee County, either by

act or failure to act by the Lee County Board of County Commissioners, and if any subsequent alternative solid waste reduction methodology proposed by Lee County is unacceptable to Hendry County, Lee County shall not construct the Disposal Site in Hendry County.

OBLIGATIONS OF HENDRY COUNTY

- 1.11 In conjunction with the development of the Disposal Site by Lee County, Hendry County shall use all of its lawfully available governmental condemnation powers for purposes of obtaining any necessary property for the location of the Disposal Site, transfer stations, roadways or other facilities requiring real property necessary for the safe, efficient and environmentally responsible placement and operation of the Solid Waste Disposal System within Hendry County.
- 1.12 Similarly, Hendry County shall cooperate with Lee County and use its best and most expeditious efforts to assist Lee County, its agents or designees, with the development of the Disposal Site, to include assistance with the obtaining of all necessary permits, approvals or re-zonings of any property within Hendry County for the placement, construction and operation of the Disposal Site, transfer stations

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or any of the associated Solid Waste Disposal Facilities.

1.13 Hendry County shall honor and accommodate Lee County's reasonable requests through its agents or designees with respect to the placement of any or all of the Disposal Site facilities as outlined in paragraph 1.2, above.

1.14 Hendry County shall honor and accommodate Lee County's reasonable requests through its agents or designees with respect to the obtaining of any property, permits, approvals, or zonings necessary for the placement, construction and operation of the Disposal Site and any of the associated Solid Waste Disposal Facilities.

1.15 Hendry County shall grant to Lee County, its agents or designees, the right to free and unimpeded access and travel with their vehicles, over and across Hendry County roads, as designated by Hendry County, to and from the transfer station(s) and the Disposal Site, subject only to any state or federal regulations governing such transportation of Class I and Class III solid waste. As consideration for this privilege, Lee County shall hold Hendry County harmless, release and indemnify Hendry County for any and all losses or damage by reason of the acts of Lee County, its employees, agents or designees, while operating within Hendry County.

- 1.16 Upon the completion of the respective facilities hereunder, each county shall allow all solid waste generated in Lee and Hendry counties to be disposed of and/or processed at each such facility, subject to the terms of this Agreement, the conditions and limits of applicable permits, and the requirements of local, state and federal law.
- 1.17 Hendry County shall require of its citizens and franchise haulers by appropriate legislation or contract, that all persons utilizing the disposal facilities as contemplated under this Agreement shall abide by all rules and regulations relating to the disposal of solid waste at the solid waste disposal facilities.
- 1.18 Nothing in this Agreement shall be construed as requiring either party to take any action contrary to its own ordinances, policies or procedures, nor to violate any state or federal law, rule, permit or procedure with respect to any activity or obligation set forth herein.

Interim Solid Waste Disposal

- 2.1 Lee County shall continue to dispose of its solid waste at its currently permitted Disposal Site until the later occurrence of:
- i) attainment of the permitted design height, or

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ii) the opening of the Disposal Site in Hendry County, at which time Lee County reserves the right to determine the site or sites for the placement of its solid waste.

2.2 Hendry County shall continue to dispose of its solid waste at its currently permitted disposal site until the occurrence of:

- i) an order from the Department prohibiting the disposal of solid waste at said landfill, or
- ii) the opening of the Disposal Site in Hendry County.

2.3(a) Lee County shall accept Hendry County solid waste at its currently permitted disposal site if the Florida Department of Environmental Regulation or other similar State of Florida regulatory agency prohibits the placement of solid waste into the existing Hendry County Landfill (Pioneer Plantation Site) prior to the opening of the Class I and Class III facilities at the new Disposal Site.

(b) Hendry County shall pay the then existing tipping fee at the Lee County (Gulf Coast) Landfill, less Lee County surcharges, if Hendry County disposes its solid waste at that facility.

2.4(a) In the event that the Resource Recovery Facility portion of the Solid Waste Management Program as described herein is abandoned by Lee County, or this Agreement is terminated for any reason other than as

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described at Section 3.13, Lee County shall accept Hendry County solid waste at its then-existing landfill until such time as Hendry County has permitted, constructed and opened a new landfill for Hendry County, or for a period of time not to exceed thirty-six (36) months, whichever first occurs.

- (b) Hendry County shall use all of its lawfully available resources and exercise its best efforts to obtain the appropriate permits and construct the new landfill for Hendry County.
- (c) For the period of time that Hendry County shall deposit its solid waste in Lee County per the provisions of this paragraph 2.4, Hendry County shall pay a tipping fee to Lee County equal to the then-existing net tipping fee paid by Hendry County residents to deposit solid waste in Hendry County.

Upon the opening of the Class I and Class III facilities at the Disposal Site, Hendry County shall not construct or operate another sanitary landfill or resource recovery facility, and shall require of its citizens, by means of appropriate legislation, that all Hendry County solid waste shall be disposed of at the Disposal Site and/or resource recovery facility.

Hendry County shall authorize Lee County's continuous operation of the Disposal Site for the duration of this Agreement, provided that said Disposal Site is operated in accordance with all applicable local, state and federal permits, laws, rules and regulations pertaining to such a

Disposal Site and its associated solid waste disposal facilities.

Intergovernmental Loan

2.7 To assist with the closure of its existing landfill (Pioneer Plantation Site), Hendry County may request and Lee County shall grant an intergovernmental loan in an amount sufficient to pay for the closure of the landfill. This loan shall be for a term of up to fifteen (15) years, at no interest, shall meet all requirements as contained in §403.7125 (3)(b), relating to the escrow of closure funds, and shall be subject to such additional reasonable terms and conditions to be negotiated and developed in a separate loan agreement between the parties.

2.8 In the event that the Resource Recovery Facility portion of the Solid Waste Management Program as described herein is abandoned by Lee County, or this Agreement is terminated for any reason other than as described at Section 3.13, Lee County shall make the intergovernmental loan to Hendry County for the closure of its existing landfill per the terms of Section 2.7 above, notwithstanding such termination.

GENERAL CONDITIONS OF THE AGREEMENT

Exclusivity

3.1 a) This Agreement is exclusive as between the parties named above, and as such, no other county, municipality or any other governmental agency shall be a party to, or a part of this Agreement without the express approval of the original parties, and in the

manner and form as an amendment to this Agreement, to be executed with all of the same formalities as this original Agreement.

- b) Only persons, units of government, and other entities authorized by this Agreement or by further Agreement of the parties shall be permitted, either directly or indirectly to dispose of any solid waste at the Disposal Site.

Third Party Contractors

- 3.2 a) It is understood and agreed to by the parties, that Lee County and Hendry County may utilize at their discretion, agents, designees, contractors or other entities in order to fulfill the terms of this Agreement to include those duties as outlined in §1.3, herein. Such agents, designees, contractors or other entities shall be duly authorized to act on behalf of the respective parties by means of an official contract with the respective County. However, no such agency or contract with third party contractors shall diminish or relieve either party to this Agreement from its respective duties, responsibilities or obligations under this Agreement.
- b) Any such third party contractor retained by either Hendry County or Lee County shall be contractually bound to perform all services in such a manner so as to meet or exceed all local, state and federal regulations, laws, rules and permits relating to all

facilities at the Disposal Site and the requirements of this Agreement.

- c) Hendry County has been made aware of, and has reviewed the existing contracts between Lee County and Waste Management, Inc. of Florida, dated June 20, 1984, as amended, and January 11, 1989, respectively, relating to the disposal of Lee County's solid waste. Nothing in this Agreement or any subsequent Agreements between the parties hereto shall impair, conflict with or diminish the rights, duties and obligations as between the parties to those contracts (Lee County and Waste Management, Inc. of Florida) as stated above, and this Agreement shall be so construed.
- d) Hendry County shall be subrogated to the rights and interests of Lee County under Section 7.1, 7.2, 7.3, and 7.4 of its current Solid Waste Disposal Extension Agreement with Waste Management, Inc. of Florida dated January 11, 1989 and any similar rights and interests in rights of indemnification, policies of insurance, bonds, letters of credit, and other instruments to the extent that such subrogation is necessary for Hendry County to fully enforce its rights and benefits under this Agreement.

Third Party Use of Resource Recovery Facility

3.3 Lee County, with the concurrence of Hendry County, may contract with other adjoining counties for the disposal of additional solid waste at the resource recovery facility.

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Any such contracts, however, shall expressly provide that the pro rata amount of fly ash and bottom ash for the county's solid waste shall be disposed of by such county using the resource recovery facility, at a licensed disposal facility other than the ash landfill at the Disposal Site.

Hendry County Fees

3.4 (a) Hendry County shall pay tipping fees to Lee County for the use of the Class I and Class III waste disposal and resource recovery facilities at the Disposal Site for solid wastes generated in Hendry County as follows:

1) Ten dollars (\$10.00) per ton for the first year of operation of the Class I waste disposal facility and Ten dollars (\$10.00) per ton for the second through tenth years of said operation, plus or minus an amount each year to adjust for inflation or deflation as shown by the Consumer Price Index, Southeast Region. The inflation or deflation adjustment shall be made on the anniversary date of the opening of the Class I waste disposal facility at the Disposal Site.

2) Commencing on the eleventh anniversary of the opening of the Class I waste disposal facility at the Disposal Site, an amount determined by adding to the previous year's tipping fee 10% of the difference between the Hendry County tipping fee for the tenth year and the tipping fee then charged for waste generated in Lee County. Commencing on the

twenty-first anniversary of the opening of the Class I and Class III waste disposal facilities, an amount equal to the lesser of (1) the tipping fee less Lee County surcharges charged for waste generated in Lee County, or (2) a proration of the actual net costs for operating the solid waste management system under this Agreement. The actual net costs for operating the solid waste management system shall consist of the operating costs for that year, an amount that recognizes the capital costs attributable to that year, plus an amount reserved for closure and related costs attributable to that year, and less any derived revenues for that year. For those facilities operated by a contractor under Section 3.2, the costs shall be based on the payments made under the contract with the contractor. Actual net costs shall not include any amount reflecting the costs of Disposal Site or adjacent land purchases.

(b) Hendry County shall not be required to pay any fees or costs for the use of the Class I and Class III waste disposal and resource recovery facilities covered by this Agreement for waste generated in Hendry County except as specifically set forth in this Agreement.

Derived Revenues

3.5 It is understood and agreed to by the parties, that any derived revenues from the operation of the ancillary solid waste disposal facilities, to include recycling, methane

gas recovery, generation of electricity, or composting, shall be shared and expended by the parties solely for the purpose of meeting capital, operational and maintenance costs for the disposal of the parties' solid waste, and bond obligations as may be incurred by Lee County for the design and construction of the Disposal Site, the resource recovery facility, and other related facilities.

Term of the Agreement

3.6 Except as required under paragraph 3.13 herein, and as otherwise required by permit or law, the term of this Agreement shall extend uninterrupted from the date as first indicated above, for a period through and until the expiration of twenty (20) years following final closure of the Disposal Site.

Books and Records

3.7 It is understood and agreed to by the parties, that either party shall have reasonable access to the books, records and accounts of the agents, designees or contractors duly contracting with either party for the purpose of fulfilling any of their obligations under this Agreement.

Amendments to the Agreement

3.8 This Agreement may be amended by the mutual acceptance of the amendments made in writing and signed to by both Hendry County and Lee County. Such amendments shall be incorporated into the body of this original Agreement. All provisions of the original Agreement shall remain in full force and effect with the exception of the amending

language, which shall control.

Applicable Law

- 3.9 a) This Agreement shall be controlled and interpreted according to the laws, rules and regulations of the State of Florida, and the United States Government, when applicable.
- b) None of the terms, conditions or provisions herein shall be construed or interpreted to relieve either party from any local, state and federal laws, rules or requirements as applicable to such party, or that one party has assumed any such obligations for or on behalf of the other, except as specifically provided herein.
- c) In addition to all other remedies in law and equity, this Agreement shall be enforceable by specific performance and by injunction. No waiver by either party of any breach of a provision herein shall be considered to be a waiver of any succeeding breach of such provision or a waiver of any other provision.

Scope of Agreement

- 3.10 (a) This Agreement, including any incorporated exhibits and amendments, constitutes the entire Agreement between the parties and shall supersede and replace any and all prior agreements or understandings, either written or oral, relating to the matters herein.
- (b) The headings used herein are for convenience only

and are not to be construed as part of this Agreement.

Severability

3.11 A determination that a provision of this Agreement is illegal, void, or unenforceable shall not cause the entire Agreement to be void unless the provision determined to be illegal, void, or unenforceable is a provision relating to a significant item of consideration for the benefit of either party.

Indemnification

3.12 Lee County shall hold Hendry County harmless and shall release and indemnify Hendry County for all claims, actions, judgments, losses, damages, and expenses by reason of the construction, operation, or closure of any facility referenced in paragraph 1.2 above, or by reason of the acts or omissions of Lee County, its employees, agents or designees in connection with this Agreement. This paragraph does not preclude the recognition of reasonable liability insurance premiums and/or other costs of risk assumption as operational costs for the facilities operated under this Agreement.

Termination of the Agreement

3.13 (a) Except as set forth in paragraph (b) and (c) below, this Agreement shall terminate when any of the Class I, Class III, or ash landfills at the Disposal Site reach capacity and cannot be permitted for the disposal of additional solid waste.

(b) Notwithstanding any other provision of this Agreement, the responsibility of Lee County under this Agreement, or under any local, state or federal permit, law or regulation, for the closure of facilities at the Disposal Site and follow-up monitoring of same shall not terminate until full compliance with all such requirements has been completed.

(c) If this Agreement should terminate under paragraph (a) above before Lee County ceases the operation of the resource recovery facility constructed hereunder, Hendry County shall have the option to have solid waste that is generated in Hendry County processed at the resource recovery facility as follows:

(1) if the resource recovery facility is located at the Disposal Site or at another site in Hendry County, for so long as the resource recovery facility is operated.

(2) if the resource recovery facility is located in Lee County, for so long as the resource recovery facility is operated, but not longer than forty (40) years from the time such facility commences operation.

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(d) The tipping fee for the use of the resource recovery facility after the Agreement has been otherwise terminated under paragraph (a) above shall be at the rate set forth in Section 3.4.

(e) Lee County shall annually submit to Hendry County an engineering projection of the remaining life expectancy for each facility under this Agreement and shall give 24 month notice, if possible, to Hendry County prior to the closure of any facility constructed and operated under this Agreement.

Notices

3.14 All Notices or other communications to be given hereunder shall be in writing and shall be deemed given when mailed by Registered or Certified United States mail:

To Lee County: Director
 Division of Solid Waste Management
 Lee County Board of County

Commissioners

2013 Altamont Avenue

Fort Myers, Florida 33902-0398

With a Copy to: Office of the Lee County Attorney

P.O. Box 398

2115 Second Street

Fort Myers, Florida 33902

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To Hendry County: Director,
Division of Solid Waste Management
Hendry County Board of County
Commissioners
P.O. Box 1760
LaBelle, Florida 33935

With a Copy to: Office of the Hendry County
Attorney
P.O. Box 1760
LaBelle, Florida 33935

Any change of address by either party shall be by notice given to the other in the same manner as specified above.

Entire Agreement

3.15 This Agreement constitutes the entire Agreement and understanding between the parties hereto, and it will not be considered modified, altered, changed, or amended in any respect unless in writing and signed by the parties hereto.

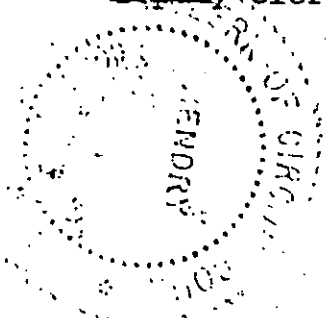
Acceptance

3.16 This Agreement shall become effective upon the signing of the Agreement by the official representative of both Hendry County and Lee County, and with the appropriate filing with the Clerks of the Circuit Court of the respective counties.

3.17 This Agreement, shall supersede and replace all previous agreements between the parties pertaining to the disposal of solid waste for both Counties.

ATTEST:
CHRISTINE PRATT,
CLERK OF THE CIRCUIT COURT

By: Christine Pratt
Deputy Clerk



BOARD OF COUNTY COMMISSIONERS
OF HENDRY COUNTY, FLORIDA

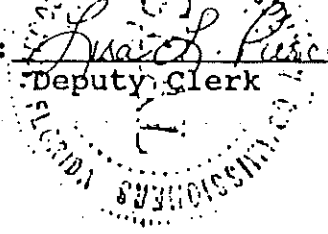
By: Joseph B. Pratt Jr.
Chairman

Approved As To Form:

J. Paul [Signature]
County Attorney for
Hendry County

ATTEST:
CHARLIE GREEN,
CLERK OF THE CIRCUIT COURT

By: Charlie Green
Deputy Clerk



BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

By: [Signature]
Chairman

Approved As To Form:

[Signature]
County Attorney for
Lee County