

**FIRST AMENDMENT  
TO MEMORANDUM OF UNDERSTANDING  
REGARDING COLLABORATIVE STUDY AND SUBSEQUENT DEVELOPMENT OF  
AN INTEGRATED SOLID WASTE AND RECYCLING SYSTEM**

This First Amendment ("First Amendment") to the Memorandum of Understanding Regarding Collaborative Study and Subsequent Development of an Integrated Solid Waste and Recycling System ("MOU") is made and entered into by and among Broward County, Florida ("County"), a political subdivision of the State of Florida, and those municipalities located within Broward County that approve and execute this First Amendment (individually, each executing municipality is a "Study Participant," and those municipalities are collectively, the "Study Participants"), for the purpose of jointly funding a regional solid waste generation study ("Study") to inform the creation of a coordinated, cost-effective, environmentally sustainable system by which to dispose of solid waste and recyclable material.

**RECITALS**

A. In late 2019, County and the Participating Municipalities established a Solid Waste Working Group ("SWWG") by entering into the MOU.

B. County and Study Participants each recognize that there are significant short-term and long-term benefits of regional management of solid waste disposal and recyclables processing, including environmental benefits and potential cost savings, and are committed to working toward establishing an integrated and comprehensive regional solid waste management system.

C. The goal of the SWWG is to work cooperatively, diligently, and in good faith to recommend strategies and solutions to establish a regional solid waste management system based on shared principles and commitments, including a mutually agreed governance structure and sufficient independence to achieve regional solid waste disposal and recycling goals.

D. The Study is intended to provide the SWWG with information concerning the amount and composition of solid waste and recyclables countywide. Future studies may be necessary to analyze environmental impacts or to develop plans for new facilities or capital improvements.

E. Under Section 8 of the MOU, County and the Participating Municipalities (1) agreed to jointly undertake the continued study and analysis of critical solid waste issues and recycling programs; (2) directed the SWWG to develop a detailed and comprehensive scope of such continued study and analysis and authorized the SWWG to retain and interact with any appropriate consultants and/or attorneys during the course of the continued study to ensure that balance and independence are maintained throughout; and (3) agreed to make the respective financial contributions necessary for the continued study and analysis. If every Participating Municipality does not execute this First Amendment, then only County and the

Study Participants shall be parties to it. In such event, the County and Study Participants have agreed that this First Amendment shall have the force of a separate agreement that incorporates the understandings of the MOU.

F. By action of the Broward County Board of County Commissioners on June 15, 2021, County has agreed to contribute financially up to fifty percent (50%) of the total cost of the Study, with the remainder to be paid by Study Participants.

G. County and Study Participants desire to enter into this First Amendment to the MOU to further the SWWG's goals by contributing funds to procure the Study, which will provide the SWWG with information critical to the process of establishing a regional solid waste management system. This First Amendment only affects the obligations of County and Study Participants to each other and shall not amend the MOU in any other respect.

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

#### **ARTICLE 1. EXHIBITS**

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

#### **ARTICLE 2. AMENDMENT EFFECTIVE DATE; AUTOMATIC TERMINATION**

2.1 Amendment Effective Date. The effective date of this First Amendment ("Amendment Effective Date") shall be the date it is fully executed by County and by Study Participants representing at least a combined ninety percent (90%) of the total population of Broward County, Florida (the "Required Population"), based on the University of Florida Bureau of Economic and Business Research's most recent population estimates.

2.2 Automatic Termination. If, **[by thirty (30) days]** after this First Amendment is issued to County and the Participating Municipalities ("Automatic Termination Date"), County and Study Participants meeting or exceeding the Required Population as set forth in Section 2.1 have not executed this First Amendment **[and provided payment<sub>HM1</sub>]** as set forth in Sections 3.2 and 3.3, this First Amendment shall be void and of no effect on County and any Study Participants that had executed the First Amendment prior to the Automatic Termination Date, and any payments made by Study Participants that had executed the First Amendment prior to the Automatic Termination Date shall be returned to the paying Study Participant.

#### **ARTICLE 3. FINANCIAL OBLIGATIONS OF THE PARTIES; TIME OF PERFORMANCE; ADDITIONAL STUDY PARTICIPANTS**

3.1. Study Cost. The total final cost of the Study invoiced by Vendor (defined below) to County is hereinafter referred to as the "Study Cost." The Study Cost shall not exceed one million dollars

(\$1,000,000). The Study shall be conducted in phases. At the completion of each phase of the Study, a portion of the Study Cost will be invoiced by Vendor to County.

3.2. Division of Study Cost. County shall pay an amount equal to fifty percent (50%) of the Study Cost. The Study Participants (both those who are parties to this First Amendment as of the Amendment Effective Date and those who may become Study Participants after such date) shall collectively pay an amount equal to fifty percent (50%) of the total Study Cost (the "Municipal Share"). The division of the Study Cost between County and Study Participants on a fifty-fifty (50/50) basis shall remain in place notwithstanding any discrepancy between the estimate shown on Exhibit B and the Study Cost. If the estimate shown on Exhibit B is different than the Study Cost, the County's share and each Study Participant's portion of the Municipal Share will be adjusted on a pro-rata basis using the method described in Section 3.3 of this First Amendment, with the County's share and the Municipal Share each remaining fifty percent (50%) of the total Study Cost.

3.3. Municipal Share Calculation. Each Study Participant's portion of the Municipal Share shall be calculated by dividing the Study Participant's population by the total population of the Study Participants no later than ten (10) days after the Amendment Effective Date ("Municipal Reconciliation Date"). For example, if a Study Participant's population is equal to five percent (5%) of the total population of all Study Participants, such Study Participant would be responsible for contributing five percent (5%) of the Municipal Share. All percentages shall be rounded to the nearest hundredth of a decimal point (e.g., 4.944% shall be rounded to 4.95%) with any shortfall paid by the Study Participant with the largest population. The population of the unincorporated areas of Broward County shall not be included when calculating total population under this section and no contribution to the Municipal Share shall be required on behalf of the unincorporated areas. The parties acknowledge that Exhibit B is demonstrative of the application of the formula in this section 3.3 applied to one hundred percent (100%) municipal participation, and the actual payment responsibilities for the Study Participants shall be calculated based upon the formula in this section 3.3.

3.4. Time of Performance. When prompted by the Coordinating Municipality (defined below), each Study Participant shall have no more than thirty (30) days to issue payment. The parties agree that this obligation is subject to the provisions of Florida's Local Government Prompt Payment Act.<sup>[HM2]</sup>

3.5. Additional Study Participants. Any Broward County municipality, whether or not it is a party to the MOU, may become a Study Participant by signing either this First Amendment (if a party to the MOU) or a materially similar agreement with County and paying to the Coordinating Municipality, within thirty (30) calendar days after entering into this First Amendment (or a similar agreement with the County), an amount as calculated pursuant to Section 3.3 herein, which shall be used to reimburse all other Study Participants, on a pro-rata basis, their respective overpayments of the Municipal Share as described in Section 4.2 below.

## ARTICLE 4. OTHER OBLIGATIONS OF THE PARTIES

4.1. Vendor Selection Process. County shall conduct a search for a qualified vendor to perform the Study and select the vendor (the "Vendor"). The County shall enter into a binding agreement with Vendor and act as the contract administrator in connection with the agreement for the Study ("Study Contract").

4.2. Coordination of Study Participant Payments. The City of Fort Lauderdale, Solid Waste and Recycling Section, ("Coordinating Municipality") shall be responsible for collection **[and holding]** of the Municipal Share upon the Study Participants' execution of this First Amendment and paying such funds to the Vendor as invoiced. In addition, Coordinating Municipality shall calculate each Study Participant's portion of **[any refunds of]** the Municipal Share as described in Section 3.3, above, and advise each Study Participant of its portion of the Municipal Share no later than the Municipal Reconciliation Date. Finally, Coordinating Municipality shall be responsible for overseeing and facilitating any reimbursements as described in Sections 3.5, above, of this First Amendment.

4.3. No Obligation to Advance or Reimburse Other Parties. County shall not be obligated to advance, reimburse, or otherwise pay any portion of the Municipal Share and Study Participants shall not be obligated to advance, reimburse, or otherwise pay any portion of the County Share. The Coordinating Municipality shall not be obligated to pay any portion of the Municipal Share other than the portion of the Municipal Share it owes as a Study Participant.

## ARTICLE 5. SCOPE OF THE STUDY

5.1. The Study shall conform to industry best practices for solid waste generation reporting and other such topics as County's contract administrator of the Study Contract deems appropriate. As of the Amendment Effective Date, the proposed scope of the Study ("Study Scope") is attached as Exhibit A to this First Amendment.

5.2. Exhibit A was created with input from the SWWG's Technical Advisory Committee ("TAC"). Each Study Participant executing this First Amendment acknowledges that it had ample opportunity to review and provide feedback on the Study Scope prior to the retention of the Vendor through its representative on the TAC.

5.3. Study Participants acknowledge and understand that the final scope of the Study as contained in the Study Contract may be modified based on negotiations with the Vendor, as conducted by a negotiation team consisting of representatives from County, SWWG, and TAC. Notwithstanding the foregoing, the Study Scope shall not be modified in a manner that will change the Study Cost. Any changes to the Study Scope will be made with the input of the negotiation team's County, SWWG, and TAC representatives.

## ARTICLE 6. MISCELLANEOUS

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

6.2. **Third-Party Beneficiary<sup>[HM3]</sup>. The Vendor shall be considered a third-party beneficiary to this First Amendment for the purposes of collecting any portion of the County's share or the Municipal Share. The County and Study Participants hereby assign Vendor the right to sue any party who has not paid its representative portion of the Study Cost.]**

6.3. Conflict. In the event of any conflict or ambiguity between this First Amendment and the MOU, County and Study Participants agree that this First Amendment shall control. The MOU, as amended herein by this First Amendment, incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein, and County and Study Participants agree that there are no commitments, agreements, or understandings concerning the subject matter hereof that are not contained in the MOU as amended in this First Amendment. Accordingly, County and Study Participants agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

6.4. Joint Preparation. Preparation of this First Amendment has been a joint effort of County and Study Participants and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties to this First Amendment than any other.

6.5. Counterparts and Multiple Originals. This First Amendment may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same instrument.

Signature Pages to be Inserted.

## EXHIBIT A Proposed Study Scope of Services

The Solid Waste Working Group and Broward County (“County”) have expressed interest in working collaboratively to analyze the amount and composition of solid waste produced in Broward. To that end, County, on behalf of the collective group, is seeking a Consultant to prepare a Solid Waste Generation and Composition Study (“Study”), as detailed in the scope of work below.

### **Solid Waste Generation and Characterization Study**

#### **Task 1- Project Planning and Preparation**

- Consultant shall develop a plan for the review, research, and analysis necessary to prepare a waste generation and composition study (“Plan”). Prior to starting work on any other Task, Consultant shall provide the Plan to County for approval, which shall be granted in County’s sole discretion. The Plan shall highlight statistically valid sampling methods of the local waste stream from various generations points within Broward County and aim to represent the county at large including small and large municipalities, coastal communities, and municipalities not part of the original Resource Recovery System. The Plan shall include but not be limited to:
  - Overview of historical waste quantity data to be analyzed.
  - Description of sampling techniques and logistics.
  - List of waste and material types to be evaluated.
  - Methodology used to analyze waste generation and composition.
  - Methodology used to analyze recycling generation and composition.
  - Applicable Environmental Health and Safety plans.

#### **Task 2 - Solid Waste Generation Study**

- Consultant shall quantify by weight the aggregate amount of municipal solid waste and recyclables as defined by Florida Statutes, generated in Broward County. The information shall be gathered as detailed in the Plan and include waste intended for disposal, incineration, or recycling.

#### **Task 3 - Solid Waste Materials by Generator Type**

- Consultant shall quantify by weight the aggregate amount of municipal solid waste generated from multiple generation streams. The generation streams primarily consist of single family, multifamily, and commercial establishments. Consultant shall have a general understanding of the various definitions of what comprises single family, multifamily and commercial establishments within Broward municipalities and how their waste is collected.

#### **Task 4 - Waste Composition Analysis**

- Consultant shall provide a composition analysis of municipal solid waste and recyclables generated in Broward County. The analysis shall characterize materials by type (i.e., food

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waste, recovered materials, yard waste, construction and demolition debris, etc.) and include composition percentages.

- Consultant shall include the aggregate amount of recovered materials from multiple generation streams consisting of single family, multifamily, and commercial establishments. The analysis shall further characterize recovered materials by types and include composition percentages.

#### Task 5 - Recycling Composition Analysis

- Consultant shall quantify the aggregate amount of source-separated recyclable materials delivered to a recovered material facility from multiple generation streams consisting of single family, multifamily, and commercial establishments. The analysis shall characterize materials by types and include composition percentages.

#### **Schedule Considerations**

Establish timeline for performing analysis, technical memorandums, presentations, and other deliverables. [HM4]



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

Based on discussions with potential vendors, the estimated Study Cost is \$1,000,000.

The table below is intended as a demonstrative and assumes 100% municipal participation<sup>[HM5]</sup>. It contains the agreed-upon population of each municipality in Broward County for determining each Study Participant's portion of the fifty percent (50%) Municipal Share of the Study Cost.

<u>Municipality</u>	<u>Population (2020 Census)</u>	<u>Percentage</u>	<u>Example Payment</u> <u>(\$1mm Study 100% Participation)</u>
<u>Fort Lauderdale</u>	<u>182,760</u>	<u>9.482%</u>	<u>\$47,409.00</u>
<u>Pembroke Pines</u>	<u>171,178</u>	<u>8.881%</u>	<u>\$44,404.00</u>
<u>Hollywood</u>	<u>153,067</u>	<u>7.941%</u>	<u>\$39,706.00</u>
<u>Miramar</u>	<u>134,721</u>	<u>6.989%</u>	<u>\$34,947.00</u>
<u>Coral Springs</u>	<u>134,394</u>	<u>6.972%</u>	<u>\$34,863.00</u>
<u>Pompano Beach</u>	<u>112,046</u>	<u>5.813%</u>	<u>\$29,065.00</u>
<u>Davie</u>	<u>105,691</u>	<u>5.483%</u>	<u>\$27,417.00</u>
<u>Sunrise</u>	<u>97,335</u>	<u>5.050%</u>	<u>\$25,249.00</u>
<u>Plantation</u>	<u>91,750</u>	<u>4.760%</u>	<u>\$23,800.00</u>
<u>Deerfield Beach</u>	<u>86,859</u>	<u>4.506%</u>	<u>\$22,532.00</u>
<u>Lauderhill</u>	<u>74,482</u>	<u>3.864%</u>	<u>\$19,321.00</u>
<u>Tamarac</u>	<u>71,897</u>	<u>3.730%</u>	<u>\$18,651.00</u>
<u>Weston</u>	<u>68,107</u>	<u>3.533%</u>	<u>\$17,667.00</u>
<u>Margate</u>	<u>58,712</u>	<u>3.046%</u>	<u>\$15,230.00</u>
<u>Coconut Creek</u>	<u>57,833</u>	<u>3.000%</u>	<u>\$15,002.00</u>
<u>North Lauderdale</u>	<u>44,794</u>	<u>2.324%</u>	<u>\$11,620.00</u>
<u>Oakland Park</u>	<u>44,229</u>	<u>2.295%</u>	<u>\$11,473.00</u>
<u>Hallandale Beach</u>	<u>41,217</u>	<u>2.138%</u>	<u>\$10,692.00</u>
<u>Lauderdale Lakes</u>	<u>35,954</u>	<u>1.865%</u>	<u>\$9,327.00</u>
<u>Parkland</u>	<u>34,670</u>	<u>1.799%</u>	<u>\$8,994.00</u>
<u>Cooper City</u>	<u>34,401</u>	<u>1.785%</u>	<u>\$8,924.00</u>
<u>Dania Beach</u>	<u>31,723</u>	<u>1.646%</u>	<u>\$8,229.00</u>
<u>West Park</u>	<u>15,130</u>	<u>0.785%</u>	<u>\$3,925.00</u>
<u>Wilton Manors</u>	<u>11,426</u>	<u>0.593%</u>	<u>\$2,964.00</u>
<u>Lighthouse Point</u>	<u>10,486</u>	<u>0.544%</u>	<u>\$2,720.00</u>
<u>Southwest Ranches</u>	<u>7,607</u>	<u>0.395%</u>	<u>\$1,973.00</u>
<u>Pembroke Park</u>	<u>6,260</u>	<u>0.325%</u>	<u>\$1,624.00</u>
<u>Lauderdale-by-the-Sea</u>	<u>6,198</u>	<u>0.322%</u>	<u>\$1,608.00</u>
<u>Hillsboro Beach</u>	<u>1,987</u>	<u>0.103%</u>	<u>\$515.00</u>
<u>Sea Ranch Lakes</u>	<u>540</u>	<u>0.028%</u>	<u>\$140.00</u>
<u>Lazy Lake</u>	<u>33</u>	<u>0.002%</u>	<u>\$9.00</u>

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<b>Total:</b>	<u>1,927,487</u>	<u>100%</u>	<u>\$500,000.00</u> [HM6]