

**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"), a group of elected municipal officials chosen from among the elected officials of the municipalities in Broward County and a County Commissioner, 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

Exhibit A	Proposed Study Scope of Services
Exhibit B	Estimated Study Budget and Study Participant Contributions

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 February 11, 2022, ("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 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 thirty (30) 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 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. Each Study Participant shall issue payment to County for its portion of the Municipal Share contemporaneous with its delivery to County of the executed First Amendment, as set forth in Section 2.2. Study Participants shall issue payment in the amount that would be owed if Study Participants representing a combined ninety percent (90%) of the total population of Broward County, Florida, executed this First Amendment. If Study Participants representing more than a combined ninety percent (90%) of the total population of Broward County, Florida, execute this First Amendment, County shall issue a reimbursement of each Study Participant's respective overpayment of the Municipal Share, on a pro-rata basis, after the Municipal Reconciliation Date.

3.5. Additional Study Participants. Any Broward County municipality may become a Study Participant by signing this First Amendment, and the MOU, and issuing payment to County within thirty (30) calendar days after entering into this First Amendment for 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.

3.6. Extension. The SWWG shall have the authority, by majority vote, to extend the Automatic Termination Date set forth in Section 2.2 beyond February 11, 2022. Study Participants hereby acknowledge that any such extension may significantly delay initiation of the Study, and delivery of the resulting report, by Vendor.

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 ("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. Cooperation of the Study Participants with Vendor. Each Study Participant shall provide Vendor with the following information: (1) point of contact within Study Participant's municipal government, (2) list of haulers contracting with Study Participant, and (3) contact information for Study Participant's haulers. Study Participants shall encourage their haulers to comply with Vendor's information requests on an expedited basis.

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.

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 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 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

increase the cost to an amount more than 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. 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.

6.3. 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.

6.4. 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.

(The remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, the Parties hereto have made and executed this First Amendment: BROWARD COUNTY, through its BOARD OF COUNTY COMMISSIONERS, signing by and through its County Administrator authorized to execute same by Board action on the ____ day of _____ 202_, and Study Participants, signing by and through officers duly authorized to execute same.

BROWARD COUNTY

WITNESS:

BROWARD COUNTY, by and through
its County Administrator

(Signature)

By _____
County Administrator

(Print Name of Witness)

____ day of _____, 2022

(Signature)

Approved as to form by
Andrew J. Meyers
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600

(Print Name of Witness)

By _____
Nathaniel A. Klitsberg (Date)
Senior Assistant County Attorney

By _____
Matthew Haber (Date)
Assistant County Attorney

**FIRST AMENDMENT
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AN INTEGRATED SOLID WASTE AND RECYCLING SYSTEM**

STUDY PARTICIPANT

WITNESS:

Print or type name

STUDY PARTICIPANT

Mayor (Print or type name)

____ day of _____, 20__

WITNESS:

Print or type name

City Manager (Print or type name)

ATTEST:

City Clerk (Print or type name)

APPROVED AS TO FORM BY:

City Attorney (Print or type name)

EXHIBIT A
Proposed Study Scope of Services

Vendor shall provide the following Services:

WASTE GENERATION STUDY

Task	Task Title	Illustrative Tasks	Cost	Deliverables ¹
1	Project Planning and Preparations	<ul style="list-style-type: none"> • Kick-off meeting • Establish project parameters • Coordinate with private haulers • Create applicable Environmental Health and Safety Plans • Develop overall plan of the Study include how the results of the study can be used 	\$45,300	<ul style="list-style-type: none"> • Memorandum with project schedule, summary of available information, and clarification of scope • Memorandum that details and describes Land Use Code Groups (LUCGs), geographic areas, and associated sample targets • Non-Disclosure agreements with private haulers • Memorandum of Understanding with each cooperating private hauler • Presentation before stakeholders providing an overview of the Study and introducing the potential uses derived from the Study (i.e., calculation of assessment fee, financial projections for a solid waste entity, tipping fee surcharge, support of bond issuance, etc.)

¹ Each task and deliverable are subject to County approval and acceptance to be considered completed and subject to payment.

² Format for all databases shall be approved by the County.

Task	Task Title	Illustrative Tasks	Cost	Deliverables ¹
2	Develop Sampling Protocol and Training	<ul style="list-style-type: none"> Purchase and install truck scales 	\$92,400	<ul style="list-style-type: none"> Certificate of installation for each on-board truck scale installed. (County will reimburse actual costs based on proper submittal of invoices up to a maximum of \$23,100 for each scale installed up to a maximum of 4)
		<ul style="list-style-type: none"> Match hauler customers with parcels 	\$48,800	<ul style="list-style-type: none"> Database² that presents selected data for which waste will be measured as part of this study
		<ul style="list-style-type: none"> Develop field protocol / training 	\$25,900	<ul style="list-style-type: none"> Field Sampling Protocol Training Presentation
3	Correlate Parcel Data with Hauler Customer Information, Verification Surveys, and Data Gathering	<ul style="list-style-type: none"> Conduct verification surveys 	\$138,000	<ul style="list-style-type: none"> Database that includes verified information and summary of discrepancies
		<ul style="list-style-type: none"> Winter field data gathering 	\$52,800	<ul style="list-style-type: none"> Database that includes weight of waste measured for each parcel in Winter 2022
		<ul style="list-style-type: none"> Summer field data gathering 	\$52,800	<ul style="list-style-type: none"> Database that includes weight of waste measured for each parcel in Winter 2022 and Summer 2022
4	Statistical Analyses	<ul style="list-style-type: none"> Conduct analysis to develop statistically valid and defensible waste generation rate for the County and its 31 municipalities 	\$28,200	<ul style="list-style-type: none"> Memorandum that presents median and statistical confidence intervals for each LUCG and geographic area Meeting with County to present data summary and evaluate countywide vs geographic waste generation estimates

² Format for all databases shall be approved by the County.

Task	Task Title	Illustrative Tasks	Cost	Deliverables ¹
5	Draft/Final Waste Generation Report, Presentation, and Miscellaneous Consulting Services	<ul style="list-style-type: none"> • Draft Report • Final Report & Presentation • Progress Meetings (up to 4) before relevant stakeholders (as determined by the County) • Identifying regulatory, legislative, and legal trends that affect solid waste management • Provide guidance on policies, contracts, regulations, and other actions related to solid waste management in Broward County for consideration 	\$65,800	<ul style="list-style-type: none"> • Draft project report that presents field methods, project results, and waste generation rates • Final project report that incorporates County comments on field methods, project results, and waste generation rates. The Final Report shall also include the potential uses derived from the Study (ie. calculation of assessment fee, financial projections for Authority, tipping fee surcharge, support of bond issuance, etc.) and next steps and options on how rates may be applied. • Presentation that presents the Waste Generation Study to relevant stakeholders (as determined by the County)
TOTAL			\$550,000	

The Scope of Service shall also include all items and tasks contained in the Contractor’s written proposal dated November 12, 2021, and optional funding tasks.

WASTE COMPOSITION STUDY

Task	Task Title	Illustrative Tasks	Cost	Deliverables³
6	Project Planning and Preparations	<ul style="list-style-type: none"> • Kick-off meeting • Establish project parameters • Coordinate with waste management facilities and public/private haulers • Create applicable Environmental Health and Safety Plans • Develop sampling protocol that identifies locations, sampling targets, and field procedures 	\$18,500	<ul style="list-style-type: none"> • Memorandum with data request • Memorandum with project schedule, summary of available information, and clarification of scope • Sampling Protocol
7	Seasonal Field Efforts to Acquire and Sort Waste Samples	<ul style="list-style-type: none"> • Season 1 (5-day field activity) 	\$43,800	<ul style="list-style-type: none"> • Memorandum presenting summary of field results for Season 1
		<ul style="list-style-type: none"> • Season 2 (5-day field activity) 	\$43,800	<ul style="list-style-type: none"> • Memorandum presenting summary of field results for Season 2
		<ul style="list-style-type: none"> • Season 3 (5-day field activity) 	\$43,800	<ul style="list-style-type: none"> • Memorandum presenting summary of field results for Season 4
		<ul style="list-style-type: none"> • Season 4 (5-day field activity) 	\$43,800	<ul style="list-style-type: none"> • Memorandum presenting summary of field results for Season 4

Task	Task Title	Illustrative Tasks	Cost	Deliverables ³
8	Statistical Analyses	<ul style="list-style-type: none"> Derivation of Annual Waste Composition (overall and by sector); Comparisons (to previous studies, to other jurisdictions, by sector), Assessment of Opportunities to increase Waste Diversion 	\$24,000	<ul style="list-style-type: none"> Memorandum that presents annual waste composition and statistical confidence intervals for each material type Meeting with County to present data and discuss format for final report
9	Draft/Final Waste Composition Report & Presentation	<ul style="list-style-type: none"> Draft Report Final Report & Presentation 	\$26,300	<ul style="list-style-type: none"> Draft report presenting field methods, project results, and waste composition Final report incorporating County comments on field methods, project results, and waste composition. The Final Report shall also include the potential uses derived from the Study (opportunities to expand waste diversion efforts) and next steps. Presentation of Waste Composition Study results to relevant stakeholders (as determined by the County)
TOTAL			\$244,000	

³ Each task and deliverable are subject to County approval and acceptance to be considered completed and subject to payment.

The Scope of Service shall also include all items and tasks contained in the Contractor's written proposal dated November 12, 2021, and optional funding tasks.

OPTIONAL SERVICES

Task	Task Title	Illustrative Tasks	Cost	Deliverables ⁴
10	Revenue Requirement /Financial Projections	<ul style="list-style-type: none"> • Determine the revenue requirements for the system consistent with proposed bond commitments 	\$32,625	<ul style="list-style-type: none"> • Financial model results projecting revenue requirements
11	Non-Ad Valorem Assessment and Rate Planning	<ul style="list-style-type: none"> • Identify the parcels that will receive a special benefit from the solid waste entity • Validate the methodology for apportioning the revenue requirement to the benefitting parcels • Calculate the necessary special assessment to meet the revenue requirements for the next 5 years • Determine the parcels that will receive a special benefit from the solid waste entity and consider whether the same benefit is conveyed upon all parcels (ex, education/outreach, HHW, etc.) 	\$59,500	<ul style="list-style-type: none"> • Report with a statistically-valid and legally-defensible special assessment rate structure

⁴ Each task and deliverable are subject to County approval and acceptance to be considered completed and subject to payment.

Task	Task Title	Illustrative Tasks	Cost	Deliverables ⁴
12	Tipping Fee Study	<ul style="list-style-type: none"> • Determine level of surcharges required to meet the financial needs of the system • Determine waste streams and tonnages subject to surcharge • Calculate surcharge per ton of billable waste 	\$39,100	<ul style="list-style-type: none"> • Report on tipping fees/surcharges that include surcharge for each facility and waste stream (MSW, bulk, yard, C&D, etc),
13	Support to Bond Issuance	<ul style="list-style-type: none"> • Perform feasibility study that details annual revenue projections over the life of the anticipated financing term 	\$30,975	<ul style="list-style-type: none"> • Feasibility reports for revenue bond financing of capital assets
14	Communication and Outreach	<ul style="list-style-type: none"> • Public Relations and communication planning/ implementation • Citizen input through stakeholder, and public meetings, online and phone surveys 	\$38,100	<ul style="list-style-type: none"> • Includes two in-person meetings, and one virtual meeting. • Memorandum summarizing results of citizen input.
15	Additional Meetings (as required)	<ul style="list-style-type: none"> • In-person meeting with Project Director - \$3,850 • Virtual Meeting - \$1,350 	Varies	<ul style="list-style-type: none"> • Project Director will attend in-person or virtually, Project Manager will attend virtually

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 ninety percent (90%) municipal participation. 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.

Municipality	Population (2021 BEBR)	Population Percentage based on 100% Participation	\$1M Study with 100% Participation	Population Percentage based on 90% Participation	Payment from Municipalities by 2/11/22 \$1M Study with 90% Participation
Fort Lauderdale	186,076	9.600%	\$47,409.00	10.667%	\$53,334.00
Pembroke Pines	170,857	8.815%	\$44,404.00	9.794%	\$48,972.00
Hollywood	153,854	7.938%	\$39,706.00	8.820%	\$44,098.00
Miramar	136,007	7.017%	\$34,947.00	7.796%	\$38,983.00
Coral Springs	134,558	6.942%	\$34,863.00	7.713%	\$38,568.00
Pompano Beach	113,144	5.837%	\$29,065.00	6.486%	\$32,430.00
Davie	106,199	5.479%	\$27,417.00	6.088%	\$30,439.00
Sunrise	97,359	5.023%	\$25,249.00	5.581%	\$27,906.00
Plantation	92,628	4.779%	\$23,800.00	5.310%	\$26,550.00
Deerfield Beach	87,106	4.494%	\$22,532.00	4.993%	\$24,967.00
Lauderhill	74,538	3.846%	\$19,321.00	4.273%	\$21,365.00
Tamarac	72,509	3.741%	\$18,651.00	4.157%	\$20,783.00
Weston	68,305	3.524%	\$17,667.00	3.916%	\$19,578.00
Margate	58,714	3.029%	\$15,230.00	3.366%	\$16,829.00
Coconut Creek	57,871	2.986%	\$15,002.00	3.317%	\$16,588.00
North Lauderdale	44,855	2.314%	\$11,620.00	2.571%	\$12,857.00
Oakland Park	44,296	2.285%	\$11,473.00	2.539%	\$12,697.00
Hallandale Beach	41,157	2.123%	\$10,692.00	2.359%	\$11,797.00
Lauderdale Lakes	36,647	1.891%	\$9,327.00	2.101%	\$10,504.00
Parkland	35,440	1.828%	\$8,994.00	2.032%	\$10,158.00
Cooper City	34,397	1.775%	\$8,924.00	1.972%	\$9,859.00
Dania Beach	31,837	1.643%	\$8,229.00	1.825%	\$9,126.00
West Park	15,229	0.786%	\$3,925.00	0.873%	\$4,365.00

Wilton Manors	11,560	0.596%	\$2,964.00	0.663%	\$3,314.00
Lighthouse Point	10,499	0.542%	\$2,720.00	0.602%	\$3,010.00
Southwest Ranches	7,675	0.396%	\$1,973.00	0.440%	\$2,200.00
Pembroke Park	6,222	0.321%	\$1,624.00	0.357%	\$1,784.00
Lauderdale-by-the-Sea	6,203	0.320%	\$1,608.00	0.356%	\$1,778.00
Hillsboro Beach	1,986	0.102%	\$515.00	0.114%	\$570.00
Sea Ranch Lakes	535	0.028%	\$140.00	0.031%	\$154.00
Lazy Lake	33	0.002%	\$9.00	0.002%	\$10.00

Study Cost	\$1,000,000
County Cost Share at 50%	\$500,000
Remainder to be Paid by Municipalities	\$500,000
Total Broward Population (2021 BEBR)	1,938,296
90% of Population	1,744,466