

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

This Memorandum of Understanding Regarding Collaborative Study and Subsequent Development of an Integrated Solid Waste and Recycling System ("MOU"), by and among Broward County, Florida (the "County"), a political subdivision of the State of Florida, and those municipalities located within the County that approve and execute this MOU (individually, each is a "Participating Municipality"; collectively, the "Participating Municipalities"), is made and entered into as of the Effective Date (as defined below).

Recitals

A. The County and the Participating Municipalities recognize that there are significant short- and long-term benefits of regional management of solid waste disposal and recyclables processing, and are therefore committed to working toward establishing an integrated and comprehensive regional solid waste management system.

B. The County, working with numerous County municipalities, previously procured a study ("Study") for an evaluation and recommendations regarding (i) how to reach a seventy-five percent (75%) countywide recycling goal, (ii) the impact continued public ownership of a parcel of land known as Alpha 250 would have on said recycling goal and countywide solid waste disposal, and (iii) other general solid waste issues identified through the Study.

C. In June 2017, the County, in collaboration with numerous County municipalities, retained Arcadis, U.S., Inc., Kessler Consulting, Inc., Total Municipal Solutions, L.L.C., and GMAC Consulting, L.L.C. (collectively, the "Arcadis Team") to conduct the Study, which the Arcadis Team commenced in October 2017.

D. In December 2018, the Arcadis Team concluded the Study and issued its Solid Waste and Recycling Issues Study Final Report (the "Final Report"). The Final Report summarizes the Arcadis Team's findings and recommendations, which include the following: (i) an evaluation of three different scenarios through which the seventy-five percent (75%) countywide recycling goal could be achieved or approached by 2025; (ii) a recommendation that Alpha 250 remain publicly owned given its viability as a location for the development of certain solid waste processing facilities described in the Final Report; (iii) a recommendation that an independent special district be created as the governance structure for any established regional solid waste management system; and (iv) a recommendation that the solid waste processing facilities developed as part of the regional solid waste management system be based on a public/private partnership ownership option (collectively, the "Arcadis Recommendations").

E. With the benefit of the Arcadis Team's Final Report and the Arcadis Recommendations, the County and the Participating Municipalities now desire to formalize their shared and ongoing commitment to work cooperatively in establishing and implementing a regional solid waste management system that addresses the short- and long-term opportunities and challenges associated with providing solid waste disposal and recyclables processing services to their respective constituents.

F. Accordingly, the County and the Participating Municipalities desire to enter into this MOU under the terms and conditions set forth herein.

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

1. **Recitals.** The foregoing recitals are true and correct and are incorporated herein by reference.

2. **Intent.** This MOU is intended to: (a) identify the local governments that wish to participate in the establishment and implementation of a regional solid waste management system that is based upon a long-term, comprehensive plan to provide for efficient, effective, and environmentally sensitive means by which to dispose of solid waste, yard waste, bulk waste, construction and demolition debris, household hazardous waste, and recyclable materials; (b) establish a mechanism and process to analyze and evaluate the Arcadis Recommendations; and (c) provide a schedule, as defined below, that these local governments agree to follow in order to initiate the establishment of a regional solid waste management system.

3. **Representation.** The County and the Participating Municipalities each agree that the County and each Participating Municipality shall have representation under this MOU and under any governing body established to govern any integrated solid waste and recycling system resulting from this MOU. The County and the Participating Municipalities shall establish rules governing their activities related to any governing body established hereunder.

4. **Agreement to Collaborate and Work Together.** The County and the Participating Municipalities each agree to work cooperatively, diligently, and in good faith with one another to develop countywide strategies and solutions to address short- and long-term opportunities and challenges associated with providing cost-effective solid waste and recyclables processing and disposal services to their respective constituents.

5. **Schedule.** The County and the Participating Municipalities shall use all diligent efforts to jointly achieve the milestones listed in Exhibit A (Milestone Schedule), attached hereto and incorporated herein, within the time periods specified.

6. **Working Group.** The County and the Participating Municipalities shall designate a working group ("Working Group"). The purpose of the Working Group is to establish policy

and provide direction to the Technical Group and any consultants retained by Working Group. The Working Group shall consist of no fewer than five members and no more than nine members. One member shall be a member of the Board of County Commissioners, and the remaining members shall each be a member of the governing body of a Participating Municipality. The Participating Municipalities will determine the number of, and the process for, selection of the municipal representatives on the Working Group. The County or any Participating Municipality shall be represented by no more than one member of their respective body. All Working Group meetings shall be open to all Participating Municipalities not represented in the Working Group. The Working Group will be staffed jointly by the Broward League of Cities and the County.

7. **Technical Group**. The County and the Participating Municipalities shall establish a technical group (“Technical Group”). The purpose of the Technical Group is to address the operational aspect of integrated solid waste and recycling systems, recommend to the Working Group the retention of any needed consultants, and report findings and recommendations to the Working Group. Any Participating Municipality may, at its discretion, have one representative serve as a member of the Technical Group. The County may have two representatives serve as members of the Technical Group.

8. **Continued Study**. Recognizing the benefit of the Study conducted by the Arcadis Team and the need for continued study and independent analysis, the County and the Participating Municipalities agree to jointly undertake the continued study and analysis of additional critical solid waste issues identified by mutual agreement, which may relate to recycling programs, identification and location of necessary assets, and options for flow control. A detailed and comprehensive scope of such continued study and analysis will be developed by the Working Group, and the Working Group shall retain and interact with any appropriate consultant and/or attorneys during the course of the continued study to ensure that balance and independence are maintained throughout. The County and the Participating Municipalities further agree that the respective financial contributions necessary for the continued study and analysis described herein will be mutually agreed upon.

9. **Solid Waste Pledge**. Provided acceptable terms can be developed and lawfully implemented, the County and the Participating Municipalities are prepared, subject to future approval of binding agreements or enactment of law, to pledge their solid waste flow for as many years as necessary (perhaps as many as thirty (30) years) in order to finance the property and construction that will be needed to create and develop the regional solid waste management system that the County and the Participating Municipalities seek to establish pursuant to this MOU. Nothing in this MOU commits any party to supporting any potential legislation, including legislation that would establish a special district.

10. **Shared Principles and Commitments**. The County and the Participating Municipalities agree that the effectiveness and longevity of a regional solid waste management system depend on certain principles and commitments, including but not limited to the following:

- i. County-wide solid waste disposal and recycling efforts are best accomplished as collaborative ventures among the County and the Participating Municipalities, as collaboration would enable the development of a regional solid waste management system that would serve the needs of all residents for many decades and that is capable of taking advantage of purchasing economies and other economies of scale.
- ii. In developing a regional solid waste management system, the County and the Participating Municipalities are committed to considering all of the Arcadis Recommendations as well as the preferences of the County and the Participating Municipalities and the results of the continued study and analysis described in Section 8 above.
- iii. The County and the Participating Municipalities are committed to exploring all possible governance structures for a regional solid waste management system. In addition to the independent special district recommended by the Arcadis Team in its Arcadis Recommendations, the County and the Participating Municipalities may also consider other possible governance structures for a regional solid waste management system that may be proposed by the County or any Participating Municipality, including one to which the parties could agree pursuant to an interlocal agreement. That said, the County and the Participating Municipalities prefer a governance structure that, if possible, maintains local control and flexibility while still affording the opportunity to effectively establish assessments or other mechanisms to, if desired, permit economic flow control.
- iv. The County and the Participating Municipalities are committed to discussing organizational structures for a regional solid waste management system that may consist of common ownership and/or common control of the system's acquired and constructed public assets, as well as common responsibility for the system's liabilities, such as landfill closure and long-term maintenance costs. The County and the Participating Municipalities are also committed to developing a mutually agreed-upon arrangement regarding control over the operations of the system.
- v. The County and the Participating Municipalities are committed to exercising common control over the setting of tipping and other fees, with such fees being set in an amount that is adequate to recover all costs, including reasonable personnel costs. While full cost recovery is required, the County and the Participating Municipalities agree that continuous effort should be expended to ensure that fees are kept at the lowest practicable level while still providing a comprehensive range of solid waste disposal and recyclables processing offerings.
- vi. There is a critical need to develop robust recycling programs even when the status of the recycling market imposes additional short-term costs, and the full value of such programs involves far more than a comparison of the cost thereof to the cost

of common disposal of recyclables. Instead, all externalities must be considered in determining whether a given recycling program is feasible, including careful consideration of the long-term impacts that a failure to adequately recycle will cause.

- vii. All available options regarding programs and required assets should be identified and analyzed, including potentially contracting with private entities under terms that would protect the long-term interests of the County and the Participating Municipalities. Alpha 250 and the Broward County Landfill should be analyzed to determine what role these properties will play in the regional solid waste management system, with due consideration paid to the County's statutory obligations that would continue beyond any expiration of the collaborative arrangement established by the parties. Further, the County's and the Participating Municipalities' respective interests in various public assets that may become part of the regional solid waste management system shall be taken into account in determining the County's and each of the Participating Municipalities' respective financial contributions for establishing and supporting the operations of the regional solid waste management system. Nothing in this MOU, however, obligates or commits the County or the Participating Municipalities with respect to Alpha 250, the Broward County Landfill, or any other public asset that may become part of the regional solid waste management system; any such obligation or commitment may only be effectuated pursuant to a subsequent written agreement.

11. **Approval Process.** Once approved by the County Commission, this MOU is to be presented for approval at public Commission/Council meetings at each of the municipalities located within the County. Each such municipality will then have until September 30, 2019 to approve and execute this MOU and thereby join as a Participating Municipality hereunder.

12. **Effective Date.** The "Effective Date" of this MOU shall be October 1, 2019; provided, however, to become effective, municipalities collectively representing no less than fifty percent (50%) of the County's total population must timely approve and execute this MOU by such date. Provided this MOU becomes effective consistent with the preceding sentence, any municipality not timely approving and executing this MOU may become a Participating Municipality by thereafter approving and executing this MOU, provided a majority of Participating Municipalities approve the addition of the municipality. A Participating Municipality or the County may withdraw from this MOU at any time by serving writing notice upon the other parties. Upon withdrawal, the municipality or the County shall have no further obligations, financial or otherwise, but shall not be entitled to the refund of any contributions previously made and will no longer be entitled to participate or have any voting rights previously established.

13. **Entire Agreement.** This MOU constitutes the entire agreement between the County and the Participating Municipalities relating to the transactions contemplated herein and

supersedes and cancels any other agreement, representation, or communication, whether oral or written, between the County and the Participating Municipalities relating to the specific subject matter addressed in the MOU.

14. **Headings**. The section and subsection headings in this MOU are inserted for convenience only and shall not affect in any way the meaning or interpretations of this MOU.

15. **Counterparts and Multiple Originals**. This MOU 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.

16. **Joint Preparation**. The preparation of this MOU has been a joint effort of the parties hereto and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against any party hereto.

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IN WITNESS WHEREOF, the parties hereto have made and executed this Memorandum of Understanding Regarding Collaborative Study and Subsequent Development of an Integrated Solid Waste and Recycling System on the respective dates under each signature: Broward County, signing by and through its Mayor or Vice-Mayor, duly authorized to execute same by Board action on the 11th day of June, 2019, and the Participating Municipalities, signing by and through their respective Mayors or other representatives duly authorized to execute same.

BROWARD COUNTY

ATTEST:

BROWARD COUNTY, by and through
its Board of County Commissioners

Broward County Administrator, as
ex officio Clerk of the Broward County
Board of County Commissioners

By _____
Mayor
____ day of _____, 2019

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
Telecopier: (954) 357-7641

By _____
Keoki M. Baron (Date)
Assistant County Attorney

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[NAME OF PARTICIPATING MUNICIPALITY]

ATTEST: _____ OF _____

_____, City Clerk

BY: _____
Mayor
____ day of _____, 2019

Approved as to form and legality:

By: _____
City Attorney
____ day of _____, 2019

By: _____
City Manager
____ day of _____, 2019

Exhibit A
Milestone Schedule

Milestone Description	Milestone Dates
County Approval of the MOU	June 11, 2019
Participating Municipality Approval of the MOU	September 30, 2019
Designation of Working Group	November 15, 2019
Designation of Technical Group	December 15, 2019
Retention of consultants and/or any required legal counsel	December 15, 2019
Determination as to form of governance for the regional solid waste management system (e.g., interlocal agreement, special district*)	April 20, 2020
*Finalization of the necessary creation documents (which would permit timely submission to the Florida Legislature if an independent special district is to be pursued)	September 30, 2020