

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is made and entered into as of the Effective Date (as defined below), by and among the City of Miramar and each of the Participating Municipalities (as defined below).

Recitals

WHEREAS, the following municipalities have existing agreements (collectively, the "Sun-Bergeron Agreements") with Sun-Bergeron Solid Waste Solid Waste Services, JV ("Sun-Bergeron") for the provision of certain waste processing and disposal services and/or recycling services as further described in the individual agreements (the "Services"): the City of Coconut Creek, the City of Coral Springs, the Town of Davie, the City of Deerfield Beach, the City of Fort Lauderdale, the Town of Hillsboro Beach, the Town of Lauderdale-By-The-Sea, the City of Lauderhill, the City of Margate, the City of Miramar, the City of North Lauderdale, the City of Oakland Park, the Town of Pembroke Park, the City of Plantation, the Town of Southwest Ranches, the City of Sunrise, the City of Tamarac, the City of West Park, and the City of Wilton Manors, all political subdivisions of the State of Florida, (individually each is a "Sun-Bergeron Contract Municipality", collectively, the "Sun-Bergeron Contract Municipalities"); and

WHEREAS, the Services may include the disposal of municipal solid waste, bulk waste, construction and demolition debris, and vegetative waste and the processing of single stream recycling as further described in the individual agreements; and

WHEREAS, the Sun-Bergeron Contract Municipalities have directed their waste and/or recycling materials to certain facilities that were owned or operated by Sun Recycling, LLC, a joint venture partner of Sun-Bergeron ("Sun"); and

WHEREAS, on or around November 16, 2015, Sun entered into a Subcontract Agreement with Waste Management Inc. of Florida ("Waste Management") that references Waste Management's intent to acquire Sun's assets, including its facilities that are utilized to service many of the Participating Municipalities, pursuant to an Amended and Restated Asset Purchase Agreement, dated June 17, 2015; and

WHEREAS, Waste Management's acquisition of Sun's assets closed on or around January 8, 2016; and

WHEREAS, the initial term of the Sun-Bergeron Agreements is set to expire within the next two years and most of the Sun-Bergeron Agreements contain an option to renew the existing agreements; and

WHEREAS, it is in the best interest of the Sun-Bergeron Contract Municipalities to work together to evaluate, analyze and propose mutually beneficial options for the provision of Services to better serve the customers throughout the jurisdictions of the Sun-Bergeron Contract Municipalities; and

WHEREAS, the Participating Municipalities desire to enter into this MOU to provide for coordination and collaboration among the Participating Municipalities as they consider their options for the provision of Services for the five period after the initial term of their respective Sun-Bergeron Agreements.

1. **Recitals:** The above recitals are true and correct and are incorporated into this MOU by this reference.

2. **Joinder of Municipalities, Effective Date and Term:** Any Sun-Bergeron Contract Municipality that desires to participate in this MOU shall (i) obtain governing body approval of a Resolution approving this MOU, (ii) fully execute a signature page consistent with the sample signature page in this MOU, and (iii) provide a copy of the Resolution and signature page to the City Manager of the City of Miramar (individually each is a "Participating Municipality," collectively, the "Participating Municipalities"). The date of the approval and execution of this MOU by the first Participating Municipality other than the City of Miramar is the "Effective Date" of this MOU. The term of this MOU shall commence on the Effective Date and continue for a period of two years thereafter, unless otherwise extended or terminated earlier by the Participating Municipalities.

3. **Purpose:** The purpose of this MOU is to formally create a mutually beneficial working relationship and provide for collaboration and coordination among the Participating Municipalities regarding waste disposal and recyclables processing services for the five-year period following the expiration of the initial term of the existing Sun-Bergeron Agreements (the "Future Period").

4. **Meetings:** The chief administrative officer of each Participating Municipality shall designate a staff member(s) to meet as needed with the Participating Municipalities to coordinate and discuss the provision of Services for the Future Period. The email address of the designated staff member(s) shall be provided to the Participating Municipalities for the purpose of communications in accordance with this MOU.

5. **Coordination and Collaboration:** The Participating Municipalities shall work together in good faith to accomplish the following:

- A. Evaluate and analyze options for the provision of the Services for the Future Period;
- B. Identify and consider available resources and providers of the Services and potential efficiencies that may be achieved by working together to secure Services for the Future Period;
- C. Identify mutually beneficial ways to cooperate and communicate more efficiently regarding Services for the Future Period, including a potential governance structure for effectuating the purposes of this MOU; and
- D. Provide reasonable notice to the other Participating Municipalities regarding the Participating Municipality's final determination on how they plan to secure their respective Services for the Future Period.

6. **Counterparts:** This MOU may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

MEMORANDUM OF UNDERSTANDING

IN WITNESS WHEREOF, the parties have made and executed this MOU on the respective dates written below: the PARTICIPATING MUNICIPALITIES, signing by and through their respective Mayors, duly authorized to execute same.

ATTEST:

JEFFREY A. MODARELLI, City Clerk

CITY OF FORT LAUDERDALE, a municipal corporation of the State of Florida.

By

JOHN P. "JACK" SEILER, Mayor

Date: August 2, 2017

By

LEE R. FELDMAN, City Manager

(SEAL)



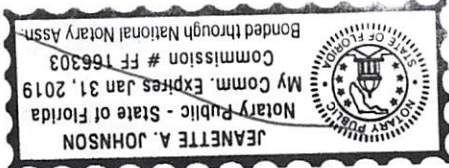
Approved as to form:

RHONDA MONTOYA HASAN
Assistant City Attorney

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this 2nd day of August, 2017, by JOHN P. "JACK" SEILER, as Mayor of the CITY OF FORT LAUDERDALE, a municipal corporation of Florida, who is personally known to me or who has produced _____ as identification and did (did not) take an oath.

(SEAL)

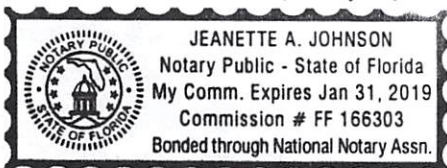


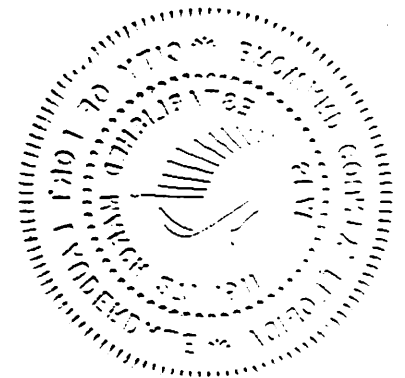
My commission expires: 1/31/19

Signature: Notary Public, State of Florida

Jeanette A. Johnson

Name of Notary Typed, Printed or Stamped





WASH DC
NATIONAL COMMISSION ON THE CAUSES AND PREVENTION OF VIOLENCE
1001 CONGRESS BLDG 1ST FL
WASHINGTON DC 20540
JEANETTE A JOHNSON

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CERTIFICATION

I certify this to be a true and correct copy of the record of the City of Fort Lauderdale, Florida.

WITNESSETH my hand and official seal of the City of Fort Lauderdale, Florida, this the 2nd day of August, 20 17
Shirley S. Bergeron, City Clerk

RESOLUTION NO. 17-135

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT LAUDERDALE, FLORIDA EXECUTING A MEMORANDUM OF UNDERSTANDING WITH THE CITY OF MIRAMAR AND PARTICIPATING MUNICIPALITIES TO EXPLORE WASTE DISPOSAL AND RECYCLABLE PROCESSING SERVICES FOR THE CONTRACTS EXPIRING ON OR ABOUT JULY 2018; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Fort Lauderdale ("the City") is responsible for management of solid waste and recycling within the City; and

WHEREAS, the contracts in place for the processing and disposal of solid waste and recycling with Sun Bergeron, JV (Sun) expire on or about July 2017; and

WHEREAS, the City seeks to provide responsible and cost-effective disposal for solid waste and recyclables processing and disposal; and

WHEREAS, the City of Miramar, Participating Municipalities and the City wish to enter into a Memorandum of Understanding (MOU) to evaluate solid waste and recyclables processing and disposal opportunities in a concerted effort as it relates to these expiring contracts; and

WHEREAS, the City Commission deems it in the best interest of the City to execute the MOU;


NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF FORT LAUDERDALE, FLORIDA:

SECTION 1. That the City Commission hereby approves the execution of the MOU with the City of Miramar and Participating Municipalities.

SECTION 2. That the City Manager is hereby authorized to designate a staff member(s) to meet as needed with the Participating Municipalities to coordinate and discuss the provision of solid waste and recyclables processing and disposal services in advance of the Sun contracts expirations.

SECTION 3. That this Resolution shall be in full force and effect upon final passage.

ADOPTED this the 11th day of July, 2017.



Mayor
JOHN P. "JACK" SEILER

ATTEST:



City Clerk
JEFFREY A. MODARELLI



COMMISSION AGENDA ITEM
DOCUMENT ROUTING FORM

P3L
8/3/17

(L)

Today's Date: 07/28/2017

DOCUMENT TITLE: CITY OF MIRAMAR – MEMORANDUM OF UNDERSTANDING

COMM. MTG. DATE: 07/11/2017 CAM #: 17-0815 ITEM #: CR-5 CAM attached: YES NO

Routing Origin: CAO Router Name/Ext: J. Larregui/5106 Action Summary attached: YES NO

CIP FUNDED: YES NO

Capital Investment / Community Improvement Projects defined as having a life of at least 10 years and a cost of at least \$50,000 and shall mean improvements to real property (land, buildings, or fixtures) that add value and/or extend useful life, including major repairs such as roof replacement, etc. Term "Real Property" include: land, real estate, realty, or real.

1) Dept: CAO Router Name/Ext: J. Larregui/5106 # of originals routed: 3 Date to CAO: N/A

2) City Attorney's Office: Documents to be signed/routed? YES NO # of originals attached: 3

Is attached Granicus document Final? YES NO Approved as to Form: YES NO

Date to CCO: 7/28/17 Rhonda M. Hasan Attorney's Name [Signature] Initials

3) City Clerk's Office: # of originals: 3 Routed to: Gina Ri/CMO/X5013 Date: 7/31/17

4) City Manager's Office: CMO LOG #: Jul 125 Document received from: _____

Assigned to: L. FELDMAN S. HAWTHORNE C. LAGERBLOOM
L. FELDMAN as CRA Executive Director

APPROVED FOR LEE FELDMAN'S SIGNATURE N/A FOR L. FELDMAN TO SIGN

PER ACM: S. HAWTHORNE (Initial/Date) C. LAGERBLOOM
(Initial/Date) PENDING APPROVAL (See comments below)

Comments/Questions: _____

Forward ___ originals to Mayor CCO Date: 8/1/17

5) Mayor/CRA Chairman: Please sign as indicated. Forward ___ originals to CCO for attestation/City seal (as applicable) Date: _____

6) City Clerk's Office: Retains 1 Original and Forwards 2 Originals to: J. Larregui/CAO/5106 for routing to City of Miramar

Attach 1 certified Reso # 17-135 YES NO

Original Route form to CAO/J. Larregui