

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.

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

CITY OF

CITY OF _____

ATTEST:

_____, City Clerk

By: _____
_____, Mayor
___ day of _____, 2017

Approved as to form and legality:

By: _____
_____, City Attorney
___ day of _____, 2017

By: _____
_____, City Manager
___ day of _____, 2017

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me on _____, 2017, by _____, as _____ of _____, Florida, a political subdivision of the state of Florida, who is personally known to me or who has produced _____, as identification and did (did not) take an oath.

NOTARY PUBLIC
State of Florida at Large

My commission expires:

PRINTED Name of Notary